

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA, acting  
through the United States  
Department of Agriculture

Plaintiff

v.

ANA ROSA VELAZQUEZ CRESPO a/k/a ANA  
R. VELAZQUEZ CRESPO a/k/a ANA ROSA  
VELAZQUEZ, as joint debtor and as  
known member of the Estate of JOSE  
ALBERTO MALDONADO MATIAS A/K/A  
JOSE A. MALDONADO MATIAS; JORGE  
ALBERTO MALDONADO VELAZQUEZ,  
LIONEL MALDONADO VELAZQUEZ, and  
ANA AURORA MALDONADO VELAZQUEZ, as  
known members of the Estate above-  
mentioned; HECTOR XAVIER MALDONADO  
SANTIAGO, REYCHARD DANIEL  
MALDONADO SANTIAGO, CRISTAL MARIE  
MALDONADO SANTIAGO, CAROLINE  
MALDONADO SANTIAGO, and CORALIS  
MALDONADO SANTIAGO, as known  
members of the Estate of HECTOR  
CELEDONIO MALDONADO VELAZQUEZ  
a/k/a HECTOR CELEDONIO MALDONADO  
a/k/a HECTOR C. MALDONADO; The  
Estate of MILTON JAVIER MALDONADO  
VELAZQUEZ; JOHN DOE and RICHARD ROE  
as unknown members of the Estates  
above-mentioned

Defendants

CIVIL NO.

Foreclosure of Mortgage;  
Collection of Money

**COMPLAINT**

TO THE HONORABLE COURT:

COMES NOW the United States of America -acting by the United  
States Department of Agriculture- through the undersigned

attorney, who respectfully alleges and prays as follows:

1. Jurisdiction of this action is conferred on this Court by 28 U.S.C. Section 1345.
2. Plaintiff, United States of America, is acting through the United States Department of Agriculture, which is organized and existing under the provisions of the Consolidated Farm and Farm Service Agency Act, 7 U.S.C. §1921 et seq. Plaintiff is the owner and holder of three (3) promissory notes that affect the two (2) properties described further below.
3. The first promissory note was subscribed for the amount of **\$40,000.00**, with annual interest of 5%, on January 15, 1979. *See Exhibit 1.*
4. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 14. *See Exhibit 2.*
5. The note for \$40,000.00 was, to the amount of \$49,335.85, on July 29, 1991, under the terms and conditions stipulated and agreed therein, through Deed No. 80. *See Exhibit 3.*
6. Plaintiff is also the owner and holder of a promissory note for the amount of **\$7,000.00**, with annual interest of 5%, subscribed on February 11, 1980. *See Exhibit 4.*
7. For the purpose of securing the payment of said promissory

note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 49. See *Exhibit 5*.

8. On July 29, 1991, Deed 79 was executed in order to modify the loan for \$7,000.00, to the amount of \$6,873.52. See *Exhibit 6*.
9. Plaintiff also owns and holds a promissory note for the amount of **\$7,245.10**, with annual interest of 4.5%, subscribed on July 29, 1991. See *Exhibit 7*.
10. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 81. See *Exhibit 8*.
11. According to the Property Registry, JOSE ALBERTO MALDONADO MATIAS and ANA ROSA VELAZQUEZ CRESPO are the owners of record of the real estate properties subject of this case. Said properties are described -as they were recorded in Spanish- as follows:

- a. RÚSTICA: Parcela de terreno, radicada en el Barrio Yahuecas del término municipal de Adjuntas, compuesta de tres cuerdas, equivalentes a una hectárea, diecisiete áreas, noventiuno centiáreas y dieciocho centésimas de otra; lindante por el NORTE, con la parcela número siete; por el SUR, con la parcela número quince; por el ESTE,

con la Sucesión de Antonio Bennazar y por el OESTE, con la parcela número diez.

Dentro de la parcela descrita se encuentra enclavada una casa de bloques de tosca y cemento, techo de cartón y madera del país, con divisiones interiores de madera, con un frente de treintitrés pies por doce pies de fondo construida por la Puerto Rico Reconstruction Administration.

Property 4,932, recorded at page 13 of volume 131 of Adjuntas, Property Registry of Utuado, Puerto Rico.

*See Title Search attached as Exhibit 9.*

- b. RÚSTICA: Predio de terreno radicado en el Barrio Yahuecas del término municipal de Adjuntas, Puerto Rico, con una cabida de veinticinco cuerdas con sesenta y tres centímos de otra, equivalentes a diez hectáreas, cero siete áreas, treinta y cinco centiáreas y noventa miliáreas. Colindando al NORTE, con la Sucesión Rivera y Juan A. Bennazar; por el SUR, con terrenos de Antonio Matías y Gregorio Maldonado; al ESTE, con la Sucesión de Luis Rivera y José A. Ruíz y al OESTE, con Juan A. Bennazar, Sucesión Luis Rivera, Reinaldo González, Eugenio Maldonado y Francisco Fernandini.

Property 8,477, recorded at page 30 of volume 219 of Adjuntas, Property Registry of Utuado, Puerto Rico.

*See Title Search attached as Exhibit 10.*

12. The title searches attached to this complaint confirm the registration of the mortgage liens that secure the loan obligations between the plaintiff and the defendants. See *Exhibits 9-10*.
13. JOSE ALBERTO MALDONADO MATIAS passed away on April 23, 2015. *Exhibit 11*.
14. According to the title searches mentioned before, the known

members of the Estate of JOSE ALBERTO MALDONADO MATIAS are the following individuals:

- (a) ANA ROSA VELAZQUEZ CRESPO a/k/a ANA R. VELAZQUEZ CRESPO a/k/a ANA ROSA VELAZQUEZ;
- (b) JORGE ALBERTO MALDONADO VELAZQUEZ;
- (c) LIONEL MALDONADO VELAZQUEZ, and;
- (d) ANA AURORA MALDONADO VELAZQUEZ.

15. Upon information and belief, HECTOR CELEDONIO MALDONADO VELAZQUEZ a/k/a HECTOR CELEDONIO MALDONADO a/k/a HECTOR C. MALDONADO -who was a son of JOSE ALBERTO MALDONADO MATIAS- also passed away and the known members of his Estate are:

- a. HECTOR XAVIER MALDONADO SANTIAGO;
- b. REYCHARD DANIEL MALDONADO SANTIAGO;
- c. CRISTAL MARIE MALDONADO SANTIAGO;
- d. CAROLINE MALDONADO SANTIAGO, and;
- e. CORALIS MALDONADO SANTIAGO.

16. Upon information and belief, MILTON JAVIER MALDONADO VELAZQUEZ -who also was a son of JOSE ALBERTO MALDONADO MATIAS- passed away on 2019.

17. JOHN DOE and RICHARD ROE are included as possible unknown heirs to the Estates mentioned before.

18. According to *P.R. Laws Ann.*, Article 1,578, (Sec. 11,021), defendants have 30 days to either accept or reject their participation in the Estate(s) to which they lawfully belong.

If no answer is received within said period, their participation shall be deemed as accepted.

19. It was expressly stipulated in the notes evidencing the indebtedness that default in the payment of any part of the covenant or agreement therein contained will authorize the plaintiff, as payee of said notes, to declare due and payable the total amount of the indebtedness evidenced by said notes and proceed with the execution and/or foreclosure of the mortgages.

20. The defendant party herein, jointly and severally, has failed to comply with the terms of the mortgage contracts by failing to pay the installments due on all notes until the present day, and that after declaring all the indebtedness due and payable, the defendant party owes to the plaintiff, according to the Certification of Indebtedness included herein as *Exhibit 12*, the following amounts, as to May 28, 2020:

a) On the \$7,000.00 Note, as modified:

1) The sum of \$6,280.33, of principal;

2) The sum of \$7,861.90, of interest accrued, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$.7743;

3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses,

disbursements and attorney's fees guaranteed under the mortgage obligation.

b) On the \$40,000.00 Note, as modified:

- 1) The sum of \$47,469.81, of principal;
- 2) The sum of \$68,734.78, of interest accrued, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$6.5027;
- 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

c) On the \$7,245.10 Note:

- 1) The sum of \$4,523.59, of principal;
- 2) The sum of \$3,870.59, of interest accrued, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$.5577;
- 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

21. The indebtedness evidenced by the aforementioned notes is secured by the mortgages over the properties described in

this complaint.

22. Codefendant ANA ROSA VELAZQUEZ CRESPO is not currently active in the military service for the United States. Plaintiff is unable to provide a "Status Report pursuant to Servicemembers Civil Relief Act" for the remainig codefendants since we could not found their social security numbers. *See Exhibit 13.*

#### **VERIFICATION**

I, JACQUELINE LAZÚ LABOY, of legal age, married, executive and resident of Humacao, Puerto Rico, in my capacity as Director of LRTF for the Farm Service Agency, San Juan, Puerto Rico, under the penalty of perjury, as permitted by Section 1746 of Title 28, United States Code, declare and certify:

1) My name and personal circumstances are stated above;

2) I subscribed this complaint as the legal and authorized representative of the plaintiff;

3) Plaintiff has a legitimate cause of action against the defendants above named which warrants the granting of relief requested in said complaint;

4) Defendants are a necessary and legitimate party to this action in view of the fact that they originated or assumed the mortgage obligation subject of this foreclosure, or bought the property subject to said mortgage;

5) From the information available to me and based upon the



documents in the Farm Service Agency, it appears that defendants have not been declared incompetent by a court of justice with authority to make such a declaration;

6) I have carefully read the allegations contained in this complaint and they are true and correct to the best of my knowledge and to the documents contained in the files of the Farm Service Agency;

7) I have carefully examined the Exhibits included to this complaint which are true and correct copies of the originals. The mortgage deeds have been duly recorded in the Property Registry.

I make the foregoing declaration under penalty of perjury, as permitted under Section 1746 of Title 28, United States Code.

In San Juan, Puerto Rico, this 14 day of January, 2021.

  
JACQUELINE LAZÚ LABOY

Digitally signed by JACQUELINE LAZÚ  
DN: c=US, o=U.S. Government, ou=Department  
of Agriculture, cn=JACQUELINE LAZÚ  
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Date: 2021.01.14 08:48:56 -04'00'  
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PRAYER

WHEREFORE, the plaintiff demands judgment as follows:

a) That defendant's party pays unto the plaintiff the amounts claimed on this complaint;

b) Or in default thereof that all legal right, title and interest which the defendants may have in the property described in this complaint and any building or improvement thereon be sold at public auction and that the monies due to the United States as alleged in the preceding paragraphs be paid out of the proceeds of

said sale;

c) That the defendants and all persons claiming or who may claim by, from or under them be absolutely barred and foreclosed from all rights and equity of redemption in and to said property;

d) That if the proceeds of such sale be insufficient to cover the amounts specified under this complaint, said defendant party be adjudged to pay to the United States the total amount of money remaining unsatisfied, and execution be issued forthwith against said defendant party for the payment of said deficiencies against any of the properties of said defendants;

e) That if the proceeds of said sale exceed the sum of money to be paid to the United States as aforesaid, any such excess be deposited with the Clerk of this Court subject to further orders from the Court;

f) That once the property is auctioned and sold, the Clerk of this Court issue a writ addressed to the Registry of the Property ordering the cancellation of the foreclosed mortgage and of any other junior liens recorded therein;

g) For such further relief as in accordance with law and equity may be proper.

In Guaynabo, Puerto Rico, on January 15, 2021.

/s/ Juan Carlos Fortuño Fas  
JUAN CARLOS FORTUÑO FAS  
USDCPR 211913

FORTUÑO & FORTUÑO FAS, C.S.P.  
P.O. BOX 3908  
GUAYNABO, PR 00970  
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FmHA Form 1940-17 (S)  
(Rev. 11-1-78)

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION  
PROMISSORY NOTE

TYPE OF LOAN

Type: FARM OWNERSHIP-INSURED

In accordance with:

- ☒ Consolidated Farm and Rural Development Act  
Emergency Agricultural Credit Adjustment Act of 1978

Name: JOSE A. MALDONADO MATIAS

State: PUERTO RICO

Office: ADJUNTAS

Case Number: 63-35-

Date: JANUARY 15, 1979

ACTION REQUIRING NOTE:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Initial Loan | New Payment Plan                                      |
| Subsequent Loan                                  | Reamortization  |
| Consolidation and Subsequent Loan                | Sale on Credit  |
| Consolidation                                    | <input checked="" type="checkbox"/> Deferred Payments |

FOR VALUE RECEIVED, the undersigned Borrower(s) and any other co-borrower, jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (herein called the "Government"), or its representative, at its offices in ADJUNTAS, PUERTO RICO, or at another location designated in writing by the Government, the principal sum of FORTY THOUSAND DOLLARS (\$40,000.00), plus interest on the unpaid principal of FIVE PERCENT (5.0000%) PER ANNUM. If this note is for a Limited Resources Loan (indicated in the box above, under the heading "Type of Loan"), the Government may CHANGE THE INTEREST RATE, in accordance with the Farmers Home Administration regulations, not more frequently than a calendar trimester basis, and shall notify Borrower at his most current address by mail, with thirty (30) days' notice. The new interest rate shall not exceed the highest interest rate established by the Farmers Home Administration regulations for the type of loan indicated above.

Principal and interests shall be paid in 38 installments, as indicated below, unless modified by a different interest rate, on or before the following dates:

\$ 50.00.....on January 1, 1980

\$ 100.00.....on January 1, 1981

\$ 100.00.....on January 1, 1982

and \$2,548.00 each January first subsequently thereafter until the principal and interests are completely paid, except for the final payment of the debt evidenced herein, which, if not sooner paid, shall be due and payable 40 years from the date of this note, with the exception that prepayments may be made as provided for below. The consideration hereof shall support any agreement modifying the schedule of payments.

If the total amount of the loan is not forwarded by the due date, the loan will be forwarded to Borrower, pursuant to request by Borrower and approval by the Government. Approval by the Government shall be granted only when the loan is requested for purposes authorized by the Government. Interests will accrue on the amount of each loan starting on the date these become effective as shown in the Payment Log at the end of this note. Borrower authorizes the Government to note the amount(s) and date(s) of any prepayment(s) in the Payment Log.

For any note that is reamortized, consolidated or with a new payment plan, interests accumulated as of the date of this instrument will be added to the principal and the new principal will accrue interests at the rate evidenced herein.

Every payment made on any indebtedness evidenced by this note shall be applied first to interests computed as of the effective payment date and then to the principal.

Payments in advance of scheduled installments, or any portion thereof, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in regulations (7 C.F.R. 1861.2) of the Farmers Home Administration, according to the source of the funds involved, shall, after payment of interest, be applied to the last installments to come due under this promissory note, and shall not affect Borrower's duty to pay the remaining installments as scheduled herein. If at any time the Government should assign this promissory note and insure payment of the same, the Borrower shall continue making payments to the Government as collecting agent of the holder.

If this note is held by an insured lender, advance payments made by Borrower may, at the Government's option, be transferred promptly by the Government to the holder, except the final payment, or such payments shall be retained by the Government and transferred to the holder either on an annual installment due date basis. The effective date of any advance payment retained and transferred by the Government to the holder on an annual installment due date basis shall be the date of Borrower's advance payment, and the Government shall pay the interest to which the holder is entitled, accruing between the effective date of any such advance payment and the date of the Treasury check paid to the holder.

Any amount forwarded or invested by the Government in order to collect on this promissory note or to preserve or protect the security of the loan or paid in any way under the terms of any security agreement or other instrument executed in relation to the loan

evidenced herein, shall, at the option of the Government, become part of the loan and shall accrue interest at the same rate as the principal of the debt evidenced herein and shall be immediately due and payable by the Borrower to the Government without the need of requirements.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced herein shall not be voluntarily leased, surrendered, sold, transferred, or encumbered, without the previous written consent of the Government. Unless the Government gives written consent to the contrary, Borrower will personally manage said property as a farm if this is a Farm Owner (FO) loan.

If "Consolidation and Subsequent Loan", "Consolidation", "Reamortization" or "New Payment Plan" is marked in the upper box of the first page titled "Action Requiring Note", this promissory note is executed to consolidate, reamortize or as evidence of a new payment plan, but not to satisfy the principal and interests of the following promissory note(s) or assumption agreement(s) (new terms):

AMOUNT OF NOTE: \$  
INTERESTS: %  
DATE:  
ORIGINAL BORROWER:  
LAST INSTALLMENT DUE:

The security documents taken in relation to the loans evidenced by the described promissory notes or other stated obligations are not affected by the execution of this consolidation, reamortization or new payment plan. These security instruments shall remain in effect and the security offered for the loans evidenced by the described promissory notes shall continue to guarantee the loan evidenced by this promissory note and by any other stated obligations.

REFINANCING AGREEMENT: If at any time the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or other private credit source at reasonable rates and terms for loans for similar purposes and time periods, Borrower shall, at the Government's request, apply for and accept a loan of a sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary shares.

DEFAULT: Failure to pay any debt described herein when due, or failure to comply with any condition or agreement of this document, shall constitute default under any other instrument evidencing a debt insured or guaranteed by the Government, or in any other way related to such debt, that the Borrower may have; and default under any other instrument shall constitute default under the terms of this document. UPON ANY SUCH DEFAULT, the Government, at its discretion, may declare all or part of such debt due and payable immediately.

This note is given as evidence of a loan to Borrower made or insured by the Government, pursuant to the Consolidated Farm and Rural Development Act or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan indicated in the box "TYPE OF LOAN" above. This note is subject to the present regulations of Farmers Home Administration and to its future regulations not inconsistent with the stipulations expressed herein.

Presentation, protest, and notice are hereby expressly waived.

[Signature]

JOSE A. MALDONADO MATIAS (BORROWER)

[Signature]

ANA ROSA VELAZQUEZ (BORROWER)

Bo. Yahuecas, box 628,  
Adjuntas, P.R. 00601

#### PAYMENT LOG

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$40,000.00	1-15-79	\$		\$	

TOTAL: \$40,000.00

#### \*ADDENDUM TO PROMISSORY NOTE

"The amount of this promissory note and the mortgage securing it has been increased and reamortized on July 29, 1991. It had an unpaid balance of FORTY-SIX THOUSAND FIVE HUNDRED AND EIGHTY-TWO DOLLARS AND NINE CENTS (\$46,582.09) of principal, and ONE THOUSAND FOUR HUNDRED AND TWENTY DOLLARS AND ELEVEN CENTS (\$1,420.11) of capitalized interests, which shall accrue interest at the rate of FIVE PERCENT (5%) per annum, plus the sum of ONE THOUSAND THREE HUNDRED AND THIRTY-THREE DOLLARS AND SIXTY-FIVE CENTS (\$1,333.65) of non-capitalized interest, which shall not accrue interest, for a total of FORTY-NINE THOUSAND THREE HUNDRED AND THIRTY-FIVE DOLLARS AND SIXTY-FIVE CENTS (\$49,335.65), and has it been granted a five (5) year deferment, it shall be paid as follows:

THREE HUNDRED AND FORTY-TWO DOLLARS (\$342.00) on or before January first, nineteen ninety-two (1-1-1992); THREE HUNDRED AND FORTY-TWO DOLLARS (\$342.00) on or before January first, nineteen ninety-three (1-1-1993); THREE HUNDRED AND FORTY-TWO DOLLARS (\$342.00) on or before January first, nineteen ninety-four (1-1-1994); THREE HUNDRED AND FORTY-TWO DOLLARS (\$342.00) on or before January first, nineteen ninety-five (1-1-1995); THREE HUNDRED AND FORTY-TWO DOLLARS (\$342.00) on or before January first, nineteen ninety-six (1-1-1996); and FOUR THOUSAND ONE HUNDRED AND

SIXTY-ONE DOLLARS (\$4,161.00) on or before January first, nineteen ninety-seven (1-1-1997); and FOUR THOUSAND ONE HUNDRED AND SIXTY-ONE DOLLARS (\$4,161.00) on or before the following first of January, except for the final payment of the debt evidenced herein, which shall be made on or before July 29, two thousand and eighteen (2018), pursuant to deed number eighty (80), dated July twenty-nine, nineteen ninety-one, before the Notary José A. Saliceti Maldonado. I BEAR WITNESS.”

In Adjuntas, Puerto Rico, July 29, 1991.

Signed, stamped, sealed and endorsed.

[Signature]

NOTARY PUBLIC

[Seal]

#### ADDENDUM REGARDING DEFERRED INTERESTS

Addendum to the promissory note dated January fifteen, nineteen seventy-nine, in the original amount of FORTY THOUSAND DOLLARS (\$40,000.00) with annual interest of five percent (5%). This agreement amends and is attached to the aforementioned promissory note. The amount of FIVE HUNDRED AND FORTY-FIVE DOLLARS (\$545.00) of each regular payment made on the note shall be applied to the interest accumulated during the deferment period. The remainder of such regular payments shall be applied in accordance with Section 7-CFR, Part 1951, paragraph A.

We agree to sign a supplementary payment agreement and to make additional payments if we have a significant increase in our income and ability to pay during the deferment period.

July 29, 1991

Date

[Signature]

BORROWER

[Signature]

SPOUSE

#### CERTIFICATE

I hereby certify that the attached Promissory Note is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced, competent and certified to translate from Spanish into English.



DATED this 17<sup>th</sup> day of January of 2005.



Nicole Harris

WITNESS my hand and official seal hereto affixed this  
this 17<sup>th</sup> day of January of 2005.

  
Signature

Notary Public  
State of Washington  
Rosa Walker  
Commission Expires 02-01-06

Print Name: Rosa Walker  
Notary Public in and for the State of Washington  
My appointment expires: 02/01/06

Forma FmHA 1940-17 (S)  
(Rev. 11-1-78)

DEPARTAMENTO DE AGRICULTURA DE ESTADOS UNIDOS  
ADMINISTRACION DE HOGARES DE AGRICULTORES

PAGARE

Nombre <b>JOSE A. MALDONADO MATIAS</b>		CLASE DE PRESTAMO Tipo: <b>FARM OWNERSHIP- INSURED</b>	
Estado <b>PUERTO RICO</b>		De acuerdo a: <input checked="" type="checkbox"/> Consolidated Farm & Rural Development Act <input type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978	
Oficina <b>ADJUNTAS</b>		ACCION QUE REQUIERE PAGARE:	
Caso Núm. <b>63-35-</b>	Fecha <b>15 DE ENERO DE 1979</b>	<input checked="" type="checkbox"/> Préstamo Inicial <input type="checkbox"/> Préstamo Subsiguiente <input type="checkbox"/> Consolidación y préstamo subsiguiente <input type="checkbox"/> Consolidación <input type="checkbox"/> Nuevo Plan de Pago <input type="checkbox"/> Reamortización <input type="checkbox"/> Venta a Crédito <input checked="" type="checkbox"/> Pagos Diferidos	

POR VALOR RECIBIDO, el Prestatario(s) suscribiente y cualquier otro co-deudor mancomunada y solidariamente pagaremos a la orden de Estados Unidos de América, actuando por conducto de la Administración de Hogares de Agricultores del Departamento de Agricultura de los Estados Unidos (denominado en adelante el "Gobierno") o su cesionario en su oficina en ADJUNTAS, PUERTO RICO

o en otro sitio designado por el Gobierno por escrito, la suma principal de CUARENTA MIL CON  
00/100 dólares (\$) 40,000.00 más intereses sobre el principal adeudado al  
CINCO POR CIENTO (5.0000 %) anual. Si este pagaré

es para un préstamo de Recursos Limitados (indicado en el encasillado superior "Clase de Préstamo"), el Gobierno puede CAMBIAR EL PORCIENTO DE INTERES, de acuerdo con los reglamentos de la Administración de Hogares de Agricultores, no más frecuente que trimestralmente, notificando por correo al Prestatario con treinta (30) días de anticipación a su última dirección. El nuevo tipo de interés no deberá exceder el porcentaje de interés más alto establecido en los reglamentos de la Administración de Hogares de Agricultores para el tipo de préstamo arriba indicado.

Principal e intereses serán pagados en 38 plazos, según indicado abajo, excepto si es modificado por un tipo de interés diferente, en o antes de las siguientes fechas:

\$ <u>50.00</u>	en enero 1, 19 ;	\$ <u>80</u>	en enero 1, 19 ;
\$ <u>100.00</u>	en enero 1, 19 ;	\$ <u>81</u>	en enero 1, 19 ;
\$ <u>100.00</u>	en enero 1, 19 ;	\$ <u>82</u>	en enero 1, 19 ;
\$ _____	en enero 1, 19 ;	\$ _____	en enero 1, 19 ;
\$ _____	en enero 1, 19 ;	\$ _____	en enero 1, 19 ;
\$ <u>2,548.00</u>	en enero 1, 19 ;	\$ _____	en enero 1, 19 ;

y \$ \_\_\_\_\_, subsiguientemente en enero 1 de cada año hasta que el principal e intereses sean completamente pagados excepto que el plazo final de la deuda aquí evidenciada, de no ser pagada anteriormente, vencerá y será pagadero en 40 años de la fecha de este pagaré y excepto que se podrán hacer pagos adelantados según se provee más abajo. La consideración aquí envuelta respaldará cualquier convenio modificando el plan de pagos.

Si la cantidad total del préstamo no es adelantada a la fecha del cierre, el préstamo será adelantado al Prestatario según solicitado por el Prestatario y aprobado por el Gobierno. La aprobación del Gobierno será dada siempre y cuando el adelanto es solicitado para un propósito autorizado por el Gobierno. Se acumularán intereses por la cantidad de cada adelanto desde su fecha actual como se demuestra en el Registro de Adelantos en el final de este pagaré. El Prestatario autoriza al Gobierno a anotar la(s) cantidad(es) y fecha(s) de tal(es) adelanto(s) en el Registro de Adelantos.

En cada pagaré reamortizado o consolidado, o con un nuevo plan de pago, los intereses acumulados a la fecha de este instrumento deberán ser sumados al principal y ese nuevo principal acumulará intereses a razón del porcentaje evidenciado por este instrumento.

Todo pago hecho en cualquier deuda representada por este pagaré será primero aplicado a intereses computados a la fecha efectiva del pago y después al principal.

Pagos adelantados de los plazos estipulados o cualquier parte de los mismos, podrán hacerse en cualquier tiempo a opción del Prestatario. Reembolsos y pagos extras, según se definen en los reglamentos (7 C.F.R. 1861.2) de la Administración de Hogares de Agricultores, de acuerdo con la fuente de los fondos envueltos, después de abonarse los intereses, se aplicarán a los últimos plazos a vencer bajo este pagaré y no afectarán la obligación del Prestatario de pagar los restantes plazos según se especifican en el mismo. Si el Gobierno en cualquier momento cediera este pagaré y asegura el pago del mismo, el prestatario continuará haciendo los pagos al Gobierno como agente cobrador del tenedor.

Mientras este pagaré esté en poder de un prestamista asegurado, los pagos adelantados hechos por el Prestatario podrán, a opción del Gobierno, ser remitidos por el Gobierno prontamente al tenedor o, a excepción del pago final, podrán ser retenidos por el Gobierno y remitidos al tenedor a base de plazo anual vencido. La fecha efectiva de todo pago hecho por el prestatario, excepto pagos retenidos y remitidos por el Gobierno al tenedor a base de plazo anual vencido será la fecha del cheque del Tesoro de los Estados Unidos mediante el cual el Gobierno remite el pago al tenedor. La fecha efectiva de cualquier pago adelantado retenido y remitido por el Gobierno al tenedor a base de plazo anual vencido, será la fecha del pago adelantado por el Prestatario y el Gobierno pagará los intereses a los cuales el tenedor tiene derecho que se devenguen entre la fecha efectiva de cualquiera de dichos pagos adelantados y la fecha del cheque del Tesoro remitido al tenedor.

Cualquier cantidad adelantada o invertida por el Gobierno para el cobro de este pagaré o para preservar o proteger la garantía del préstamo o de otra manera invertido bajo los términos de cualquier convenio de garantía u otro instrumento otorgado en relación con el préstamo aquí evidenciado, a opción del Gobierno pasará a ser parte del préstamo y devengará intereses al mismo tipo de interés que el principal de la deuda aquí evidenciada y vencerá y será pagadera inmediatamente por el Prestatario al Gobierno sin necesidad de requerimiento.

La propiedad construida, mejorada, comprada o refinanciada en total o en parte con el préstamo aquí evidenciado no será arrendada, cedida, vendida, transferida o gravada voluntariamente o de otra forma, sin el previo consentimiento por escrito del Gobierno. A menos que el Gobierno consienta lo contrario por escrito, el Prestatario operará personalmente dicha propiedad como una finca si este préstamo es a dueño de finca (FO).

Si una "Consolidación y un Préstamo Subsiguiente", "Consolidación", "Reamortización" o un "Nuevo Plan de Pago" es indicado en el encasillado superior de la primera página "Acción que Requiere Pagaré", este pagaré es otorgado para consolidar, reamortizar o evidenciar un nuevo plan de pago pero no en satisfacción del principal e intereses del siguiente pagaré(s) o convenio(s) de subrogación (nuevos términos):

VALOR DEL PAGARE	INTERESES	FECHA	PRESTATARIO ORIGINAL	ULTIMO PLAZO A VENCER
\$	%	,19		,19
\$	%	,19		,19
\$	%	,19		,19
\$	%	,19		,19
\$	%	,19		,19
\$	%	,19		,19
\$	%	,19		,19

Los documentos de garantía tomados en relación con los préstamos evidenciados por estos pagarés descritos u otras obligaciones relacionadas no son afectadas por el otorgamiento de esta consolidación, reamortización o nuevo plan de pago. Estos instrumentos de garantía continuarán en efecto y la garantía ofrecida para los préstamos evidenciado por los pagarés descritos permanecerán como garantía para el préstamo evidenciado por este pagaré y por cualquier otra obligación relacionada.

**CONVENIO DE REFINANCIAMIENTO:** Si en cualquier tiempo el Gobierno determinare que el Prestatario puede obtener un préstamo de una cooperativa responsable u otra fuente de crédito privada a un tipo de interés y términos razonables para préstamos por tiempo y condiciones similares, el Prestatario, a requerimiento del Gobierno, solicitará y aceptará el préstamo en cantidad suficiente para satisfacer este pagaré en su totalidad y pagar las acciones necesarias si el prestamista es una cooperativa.

**INCUMPLIMIENTO:** La falta de pago a su vencimiento de cualquier deuda aquí evidenciada o el incumplimiento de cualquier condición o acuerdo bajo este documento constituirá incumplimiento bajo cualquier otro instrumento evidenciando una deuda del Prestatario asegurada o garantizada por el Gobierno o en cualquier otra forma relacionada con dicha deuda; el incumplimiento bajo cualquier otro instrumento constituirá incumplimiento bajo los términos de este documento. **COMETIDO CUALQUIER INCUMPLIMIENTO**, el Gobierno, a su opción, podrá declarar toda o parte de dicha deuda vencida y pagadera inmediatamente.

Este Pagaré se otorga como evidencia de un préstamo al Prestatario, concedido o asegurado por el Gobierno de conformidad con la Consolidated Farm and Rural Development Act o el Emergency Agricultural Credit Adjustment Act of 1978 y para el tipo de préstamo según indicado en el encasillado "CLASE DE PRESTAMO" más arriba. Este Pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultores y a sus futuros reglamentos no inconsistentes con las estipulaciones aquí consignadas.

Presentación, protesto y aviso son por la presente expresamente renunciados.

*Jose A. Maldonado Matias*

Jose A. Maldonado Matias

(Prestatario)

*Ana Rosa Velázquez*

Ana Rosa Velázquez

(Prestatario)

Bo. Yahuecas, Buzón 628, Adjuntas, P.R.

00601

REGISTRO DE ADELANTOS					
CANTIDAD	FECHA	CANTIDAD	FECHA	CANTIDAD	FECHA
\$ 40,000.00	1-15-79	\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL				\$ 40,000.00	

## \* NOTA AL PAGARE:

"El importe de este pagaré y la hipoteca que lo garantiza, ha sido ampliado, y reamortizado al 29 de julio de 1991, dio un saldo deudor montante a CUARENTA Y SEIS MIL QUINIENTOS OCHENTA Y DOS DOLARES CON CERO NUEVE CENTAVOS (\$46,582.09) de principal, y MIL CUATROCIENTOS VEINTE DOLARES CON ONCE CENTAVOS (\$1,420.11) de intereses capitalizables, que devengarán intereses a razón de un cinco (5%) por ciento anual y la suma de MIL TRESCIENTOS TREINTA Y TRES DOLARES CON SESENTA Y CINCO CENTAVOS (\$1,333.65) de intereses no capitalizables, los cuales no devengarán intereses, para un total de CUARENTA Y NUEVE MIL TRESCIENTOS TREINTA Y CINCO DOLARES CON SESENTA Y CINCO CENTAVOS (\$49,335.65) y por habersele dado un diferimiento de cinco (5) años habrá de ser pagada en la siguiente forma:

Trescientos Cuarenta y Dos Dólares (\$342.00) en o antes del primero de enero de mil novecientos noventa y dos (1-1-1992); Trescientos Cuarenta y Dos Dólares (\$342.00) en o antes del primero de enero de mil novecientos noventa y tres (1-1-1993); Trescientos Cuarenta y Dos Dólares (\$342.00) en o antes del primero de enero de mil novecientos noventa y cuatro (1-1-1994); Trescientos Cuarenta y Dos Dólares (\$342.00) en o antes del primero de enero de mil novecientos noventa y cinco (1-1-1995); Trescientos Cuarenta y Dos Dólares (\$342.00) en o antes del primero de enero de mil novecientos noventa y seis (1-1-1996); Cuatrocientos Ciento Sesenta y Un Dólares (\$4,161.00) en o antes del primero de enero de mil novecientos noventa y siete (1-1-1997) y Cuatro Mil Ciento Sesenta y Un Dólares (\$4,161.00) el primero de enero subsiguiente, excepto que el plazo final de la deuda aquí evidenciada se hará en o antes del 29 de julio del dos mil dieciocho (29-7-2018), según consta de la escritura número ochenta (80) de fecha veintinueve de julio de mil novecientos noventa y uno ante el Notario José A. Saliceti Maldonado. DOY FE."

En Adjuntas, Puerto Rico hoy 29 de julio de 1991.

Firmado, signado, sellado y rubricado.



*[Handwritten Signature]*  
NOTARIO PUBLICO

*[Handwritten Mark]*

ADDENDUM POR INTERESES DIFERIDOS:

ADDENDUM al Pagaré fechado quince de enero de mil novecientos setenta y nueve por la cantidad original de CUARENTA MIL DOLARES (\$40,000.00) de Cinco por ciento (5.00%) de intereses anual. Este acuerdo enmienda y se adhiere al Pagaré arriba indicado. La suma de Quinientos Cuarenta y Cinco Dólares (\$545.00) de cada pago regular en el Pagaré será aplicado a interés que se acumule durante el periodo de diferimiento. El remanente de pago regular será aplicado de acuerdo a la Sec. 7 CFR, sub parte A de la Parte 1951.

Yo (Nosotros) acordamos firmar un acuerdo de pago suplementarios y hacer pagos adicionales si durante el periodo de diferimiento tenemos un aumento substancial en ingresos y habilidad de pago.

29 de julio de 1991

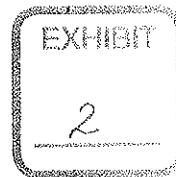
FECHA

José A. Maldonado Matí

PRESTATARIO

Ana M. Velazquez Cejudo

ESPOSA



LEGAL FIRM AND NOTARY OFFICES  
SERAFIN ROSADO SANTIAGO  
AND  
JAIME L. PEREZ  
ATTORNEYS – NOTARIES  
CALLE SANTA ANA #7,  
ADJUNTAS, PUERTO RICO  
TEL. 829-4130 / 829-4970

NUMBER: 14

VOLUNTARY MORTGAGE DEED

EXECUTED BY

MR. JOSE A. MALDONADO MATIAS AND MRS. ANA ROSA VELAZQUEZ

TO: THE UNITED STATES OF AMERICA

IN ADJUNTAS, P.R., ON JANUARY 16, 1979

FmHa Form 427-1 PR  
10/77

NUMBER FOURTEEN

VOLUNTARY MORTGAGE

In the city of Adjuntas Puerto Rico, on January fifteen, nineteen seventy-nine.

IN MY PRESENCE

SERAFIN ROSADO SANTIAGO, Attorney and Notary Public of this island, with residence in Ponce, Puerto Rico and offices in the city of Adjuntas, Puerto Rico.

THERE NOW APPEAR:

The persons named in paragraph TWELFTH of this mortgage, hereinafter called "mortgagor," and whose personal circumstances appear in said paragraph.

I attest to personal acquaintance of the parties, as well as to their age, marital status, profession, and residence.

They attest to full exercise of their civil rights and the free administration of their property, and they have, in my judgment, the necessary legal capacity to execute this document and as such, freely and voluntarily,

THEY DECLARE:

FIRST: That the mortgagor is the owner of the farm or farms described in paragraph ELEVENTH, and of all rights and interests in the same, referred to hereinafter as "the property."

SECOND: That the property mortgaged herein is subject to the liens specified in paragraph ELEVENTH herein.

THIRD: That the mortgagor is indebted to the United States of America, acting through the Farmers Home Administration, referred to hereinafter as "mortgagee," in connection with a loan or loans represented by one or more promissory notes or assumption agreements, referred to hereinafter as "the note," whether one or more. The Government requires additional monthly payments to be made of one twelfth of the taxes, insurance premiums, and other charges on the mortgaged property.

FOURTH: It is understood that:

(One) The note represents a loan or loans to mortgagor in the principal amount specified herein, granted with the purpose and intention that the mortgagee may at any time surrender the note and insure the payment thereof pursuant to the Act of 1961,



consolidating the Farmers Home Administration, or Title Five of The Housing Act of 1949, as amended.

(Two) When payment of the note is guaranteed by the mortgagee, it may be transferred from time to time, and each holder of said note will in turn be considered the insured lender.

(Three) When payment of the note is insured by the mortgagee, the mortgagee will execute and deliver to the insured lender, along with the note, an insurance endorsement fully guaranteeing payment of the principal and interest on said note.

(Four) Whenever payment of the note is insured by the mortgagee, the mortgagee, by agreement with the insured lender, shall determine on the insurance endorsement the portion of the note's interest to be designated as "annual charges."

(Five) As a condition of the insurance of the note's payment, the holder will surrender all rights and remedies against the mortgagor and any others in connection with said loan, as well as any benefit of this mortgage, and will accept in its place the insurance benefits, and in the event that the mortgagor violates any agreement or stipulation contained herein, or in the note, or in any other supplementary agreement, the mortgagee may require the note to be endorsed to himself.

(Six) It is the purpose and intent of this mortgage that, among other things, whenever the note is held by the mortgagee, or in the event the mortgagee should transfer this mortgage without insuring the note, this mortgage shall guarantee payment of the note; but when the note is held by an insured lender, this mortgage shall not guarantee payment of the note, nor shall it form any part of the debt represented thereby, but the note and said debt shall constitute an indemnity mortgage to insure the mortgagee against any loss under its insurance endorsement by reason of any default by the mortgagor.

FIFTH: That, in consideration of said loan and (a) whenever the note is held by the mortgagee, or in the event that the mortgagee should transfer this mortgage without insuring the note's payment, in guarantee of the amount of the note as specified in subparagraph (one) of paragraph NINTH, with interest at the rate stipulated, and to insure prompt payment of said note, and any renewals or extensions thereof, and any agreements contained therein, (b) whenever the note is held by an insured lender guaranteeing the amounts specified in subparagraph (two) of paragraph NINTH, in order to guarantee compliance with the mortgagor's agreement to indemnify and hold harmless the mortgagee against losses under its insurance endorsement by reason of any default by the mortgagor, and (c) in any event and at all times whatsoever, to guarantee the additional amounts specified in subparagraph (three) of paragraph NINTH, and to insure mortgagor's compliance with each and every agreement and stipulation herein, or in any supplementary agreement, mortgagor hereby grants to mortgagee a voluntary mortgage on the property described in paragraph ELEVENTH, together with all rights, interests, easements, inheritances, and appurtenances thereto belonging; all income, credits, profits, revenues; all improvements or personal property thereto attaching, at present or in the

future, or which are reasonably necessary for the use thereof; all water, water rights, or shares in said rights; pertaining to the farms, and all payments at any time owing to mortgagor by virtue of the sale, lease, transfer, conveyance, or total or partial expropriation of, or injury to, any part thereof, or to their interests, it being understood that this mortgage will continue in full force and effect until all amounts specified in paragraph NINTH, with interest before and after maturity, until they have been paid in full. In case of foreclosure, the property will be responsible for the payment of the principal, interest thereon before and after maturity, losses sustained by mortgagee as insurer of the note, taxes, insurance premiums, or any other disbursements or advances by mortgagee, to be paid by mortgagor with interest until all costs and expenses, including fees of mortgagee's attorneys, are paid to mortgagee, along with all extensions and renewals of said obligations, with interest, and all other charges and additional amounts specified in paragraph NINTH.

SIXTH: Mortgagor explicitly agrees to the following:

(One) To pay promptly to the mortgagee any debt herein guaranteed and to indemnify and hold mortgagee harmless against any loss under its insurance for payment of the note by reason of any default by mortgagor. Whenever the note is held by an insured lender, mortgagor shall continue making payments on the note to mortgagee, as collection agent for the holder.

(Two) To pay the mortgagee an initial fee for inspection and appraisal and any delinquency charges, now or hereafter required by Farmers Home Administration regulations.

(Three) Whenever the note is held by an insured lender, any amount due and unpaid under the terms of the note, less the amount of the annual charge, may be paid by mortgagee to the holder of the note under the terms of the note and of the insurance endorsement referred to in the above paragraph FOURTH, the responsibility of the mortgagor.

Any amount due and unpaid under the terms of the note, whether it is held by mortgagee or by an insured lender, may be credited to the note by mortgagee, and shall thus constitute an advance by mortgagee, the responsibility of mortgagor.

Any advance by mortgagee as described in this subparagraph shall bear interest at the annual rate of FIVE PERCENT (5 %), from the date on which payment was due until the date on which mortgagor pays the debt.

(Four) Whether or not the note is insured by mortgagee, any and all amount advanced by mortgagee for insurance premiums, repairs, liens, or other claims for the protection of the mortgaged property, or for taxes or assessments or other similar charges due to mortgagor's failure to pay said charges, shall bear interest at the rate stated in the preceding subparagraph, from the date of the advance until mortgagor pays said advance.

(Five) All advances made by mortgagee as described in this mortgage, with interest, shall be immediately due and payable by mortgagor to mortgagee without need for advance notification in the place designated in the note, and shall be guaranteed by this mortgage. No advance by mortgagee shall relieve mortgagor from breach of his covenant to pay. Such advances, with interest, shall be repaid from the first payments received from mortgagor. In the absence of such advances, all payments verified by mortgagor may be applied to the note or to any other mortgagee debt guaranteed herein, in the order determined by mortgagee.

(Six) To use the amount of the loan indicated in the note solely for purposes authorized by mortgagee.

(Seven) To pay when due all taxes, special assessments, liens, and charges encumbering the property or the rights or interests of mortgagor under the terms of this mortgage.

(Eight) To obtain and maintain insurance against fire and other hazards as required by mortgagee on all existing buildings and property improvements, as well as on all future improvements. The insurance against fire and other hazards will be in the form, in the amount, and on the terms and conditions approved by mortgagee.

(Nine) To keep the property in good condition and to promptly make all necessary repairs in order to preserve the property; he will refrain from any activity, or from allowing any activity, which would result in the deterioration of the property; he will not remove nor demolish any building or improvement on the property; nor will he cut or remove wood from the farm, nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other minerals, without mortgagee's consent, and will promptly carry out the repairs on the property that mortgagee may request from time to time. Mortgagor shall comply with soil conservation practices and farm and home management plans that mortgagee may prescribe from time to time.

(Ten) If this mortgage is granted for a loan to a farm owner as identified in Farmers Home Administration regulations, the mortgagor shall personally manage the property, on his own or through family labor, as a farm and for no other purpose, and shall not lease the farm, nor any part of it, unless mortgagee gives written consent to another method of operation or lease.

(Eleven) To submit information regarding income and expenses and any other information related to the management of the property, in the form and manner the mortgagee may require, and to comply with all laws, ordinances, and regulations affecting the property or its use.

(Twelve) Mortgagee, along with his agents and attorneys, shall at all times have the right to inspect and examine the property for the purpose of ascertaining whether security is deteriorating or being compromised, and if such inspection or examination shall disclose, in mortgagee's judgment, that security is in fact deteriorating or being compromised, this shall constitute a breach by mortgagor of this mortgage agreement.

(Thirteen) If any other person interferes with or contests mortgagor's rights of possession of the property, mortgagor shall immediately notify mortgagee of such action, and mortgagee may decide to institute the measures necessary to defend his interests, and any costs or expenditures incurred by mortgagee due to said measures will be added to mortgagor's debt, and will be guaranteed by this mortgage as additional credits under the clause regarding advances, expenditures and other payments.

(Fourteen) If at any time while this mortgage remains in effect, mortgagor shall abandon the property or voluntarily return it to mortgagee, mortgagee is hereby authorized and empowered to take possession of the property, to lease and administer it, and to collect the rents, benefits, and income from them, and to apply them first to the costs of collection and administration, and secondly to the payment of the debt described by the note or any other debt to mortgagee herein guaranteed, in the order and manner to be determined by mortgagee.

(Fifteen) At any time that mortgagee determines that mortgagor may be able to obtain a loan from a production credit association, from a Federal Bank or other responsible source, whether cooperative or private, with a rate of interest and terms that are reasonable for loans of similar duration and purposes, then mortgagor, at mortgagee's request, will apply for and accept such a loan in a sufficient amount to pay the note and any other debt guaranteed herein, and to pay for the necessary shares in the cooperative agency with respect to such a loan.

(Sixteen) In the event of default in the discharge of any obligation guaranteed by this mortgage, or if mortgagor, or any other person included herein as a mortgagor, defaults in the payment of any amount, or violates or fails to comply with any clause, condition, stipulation, covenant, or agreement contained herein, or in any supplementary agreement, or if mortgagor dies or is declared incompetent, bankrupt, or insolvent, or makes a transfer for the benefit of creditors, or if the property or any part thereof or interest therein is sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise, without mortgagee's written consent, then mortgagee is irrevocably authorized and empowered, at his discretion and without notice: (One) to declare all debt left unpaid under the terms of this note, or any other debt to mortgagee guaranteed herein, immediately due and payable, and to proceed to foreclosure in accordance with the law and the provisions thereof; (Two) to incur and pay reasonable expenses for the repair and maintenance of the property and any expenses or obligations that mortgagor failed to pay as agreed in this mortgage, including taxes, assessments, insurance premiums, and any other expenses or costs for the protection and preservation of the property and of this mortgage, or for violation of any provision of this mortgage; and (Three) to request the protection of the law.

(Seventeen) Mortgagor shall pay, or shall reimburse mortgagee for all necessary expenses for the fulfillment of the covenants and agreements of this mortgage, and of the note and of any supplementary agreement, including the costs of surveying, title search, court costs, deed recording, and attorneys' fees.

(Eighteen) Without in any way affecting mortgagee's right to require and enforce at any subsequent date the covenants, agreements, or obligations herein set forth, or other similar agreements, and without affecting the liability of any person for payment of the note or any other debt herein guaranteed, and without affecting the lien created upon the property or the priority of said lien, mortgagee is hereby authorized and empowered at any time: (one) to waive the performance of any agreement or obligation contained herein, or in the note, or in any supplementary agreement; (two) to negotiate with mortgagor or to grant to mortgagor any indulgence or forbearance or extension of the time for payment of the note (with the consent of the note's holder when it is held by an insured lender), or for payment of any debt to the mortgagee herein guaranteed; or (three) to execute and deliver partial releases of any part of the mortgaged property described herein, or to grant deferment or postponement of this mortgage to any other lien on the property.

(Nineteen) All rights, title, and interest in or on this mortgage, including but not limited to the power to grant consent, partial releases, subordination, and revocation, shall be vested solely and exclusively in the mortgagee, and no insured lender shall have any right, title, or interest in or on this mortgage and any benefits herein contained.

(Twenty) Default on this mortgage shall constitute default on any other mortgage, loan, or real estate mortgage held or insured by mortgagee, and executed or assumed by mortgagor; and default on any such instrument shall constitute default on this mortgage.

(Twenty-One) All notices to be given under the terms of this mortgage shall be sent by certified mail unless otherwise required by law, and shall be addressed until some other address is designated in a notice provided to that effect, in the case of mortgagee, to Farmers Home Administration, United States Department of Agriculture, San Juan, Puerto Rico; and in the case of mortgagor, to him at his residence address as stated below.

(Twenty-Two) Mortgagor hereby grants to mortgagee the amount of any judgment obtained through forced expropriation for public use of the property or any part thereof, as well as the amount of any judgment for damages to the property. Mortgagee will apply the amount so received to pay costs incurred in collection, and the balance will apply to payment of the note, and any indebtedness to mortgagee guaranteed by this mortgage, and if any amount then remains, will pay such amount to mortgagor.

SEVENTH: That for the purpose of the first sale to be held in case of foreclosure of this mortgage, in accordance with mortgage law, as amended, mortgagor does hereby appraise the mortgaged properties in the amount of FORTY THOUSAND DOLLARS (\$40,000.00).

EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be considered in default with no need for prior notification by mortgagee. This mortgage is subject to the regulations of the Farmers Home Administration now in effect, and to future



regulations, not inconsistent with the provisions of this mortgage, as well as to the laws of the United States Congress authorizing and insuring the aforementioned loan.

NINTH: The amounts guaranteed by this mortgage are as follows:

One. Whenever the note referred to in paragraph THIRD of this mortgage is held by mortgagee, or in the event mortgagee should transfer this mortgage without insuring the note: FORTY THOUSAND DOLLARS (\$40,000.00), the note's principal, together with interest as stipulated at the annual rate of FIVE PERCENT (5 %).

Two. Whenever the note is held by an insured lender:

(A) FORTY THOUSAND DOLLARS (\$40,000.00), to compensate mortgagee for advances to the insured lender because of mortgagor's failure to pay the installments as specified in the note, with interest as indicated in paragraph SIXTH, subparagraph three;

(B) SIXTY THOUSAND DOLLARS (\$60,000.00), to further compensate mortgagee against any losses suffered under its insurance for payment of the note.

Three. In any event and at any time:

(A) SIXTEEN THOUSAND DOLLARS (\$16,000.00) for interest upon default;

(B) EIGHT THOUSAND DOLLARS (\$8,000.00) for taxes, insurance, and other advances for the preservation and protection of this mortgage, with interest at the rate stipulated in paragraph SIXTH, subparagraph three;

(C) FOUR THOUSAND DOLLARS (\$4,000.00) for court costs, expenses, and attorneys' fees in case of foreclosure;

(D) FOUR THOUSAND DOLLARS (\$4,000.00) for court costs and expenses incurred by mortgagee in proceedings to defend his interests against any other person interfering with or contesting the mortgagor's right of possession of the property, as provided in paragraph SIXTH, subparagraph thirteen.

TENTH: That the note referred to in paragraph THIRD of this mortgage is described as follows:

"Promissory note granted in case number sixty-three dash thirty-five dash five hundred and eighty-two dash seventy-six dash three thousand one hundred and eight, dated January fifteen, nineteen seventy-nine, in the amount of FORTY THOUSAND DOLLARS (\$40,000.00) of principal, plus interest on the unpaid balance at the annual rate of FIVE PERCENT (5%), until the principal is paid entirely according to the terms, installments, conditions, and stipulations contained in the note, and as agreed between the borrower and the Government; except that the final installment of the debt represented herein, if not previously paid, will be due and payable FORTY years from the date of this note.

Said note is granted as evidence of a loan made by the Government to the borrower, pursuant to the law of the US Congress known as "Consolidated Farm and Rural

Development Act of 1961," or pursuant to "Title V of the Housing Act of 1949," both as amended, and is subject to present Farmers Home Administration regulations, and to future regulations which are not inconsistent with these laws. To said note, I, the authorizing Notary, BEAR WITNESS.

ELEVENTH: That the property which is the subject of this deed and for which this voluntary mortgage is furnished, is described as follows:

RURAL: Plot of land, number eleven in case *café*\* seven hundred and ninety-seven, located in Barrio Yahuecas in the municipality of Adjuntas, Puerto Rico, consisting of THREE CUERDAS\*\*, equivalent to one hectare, seventeen ares, ninety-one centiares and one thousand eight hundred and sixty-eight hundredths of another. With boundaries to the NORTH, with plot number seven; to the SOUTH, with plot number fifteen; to the EAST, with the heirs of Antonio Bennazar; and to the WEST, with plot number ten. There is a house made of concrete and blocks, built by the Puerto Rico Reconstruction Administration on the described plot.

Due to its provenance, it is recorded on page fifteen, volume one hundred and thirty-one of Adjuntas, farm number four thousand nine hundred and thirty-two, third recording.

The mortgagors acquired the described property through purchase from Mr. Eugenio Maldonado Sánchez, pursuant to deed number forty-four, executed in Adjuntas, Puerto Rico on September twenty-four, nineteen seventy-four, before the Notary Aura Nélida Pérez.

RURAL: Plot of land located in Barrio Yahuecas in the municipality of Adjuntas, Puerto Rico, with an area of TWENTY-FIVE AND SIXTY-THREE ONE HUNDREDTHS CUERDAS\*\*, equivalent to ten hectares, seven ares, thirty-five centiares and ninety milliares. With boundaries to the NORTH, with the heirs of Rivera and Juan A. Bennazar; to the SOUTH, with properties of Antonio Matías and Gregorio Maldonado; to the EAST, with the heirs of Luis Rivera and José A. Ruiz; and to the WEST, with Juan A. Bennazar, the heirs of Luis Rivera, Reinaldo González, Eugenio Maldonado and Francisco Fernandini.

Due to its provenance, it is recorded on pages two hundred and forty-one and sixty-five, side two, volumes one hundred and forty-eight and two hundred and seventeen of Adjuntas, farm number five thousand five hundred and eighty-seven.

The mortgagors acquired the described property through purchase from Mr. Juan Alberto Bennazar Vicens and Mrs. Carmen Margarita Corrada, pursuant to deed number thirteen, executed in Adjuntas, Puerto Rico on January fifteen, nineteen seventy-nine, before the Notary Serafín Rosado Santiago.

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\* *Café* is the Spanish word for coffee; in this context it might be designating the letter "c", as in "c" as in "coffee".

\*\* "*Cuerda*" is an area measurement equivalent to 0.971 acre, 3,930.3956 sq. meters, or 42,291 sq. ft., 1 acre = 1.029

The mortgagor acquired the described property through purchase from \_\_\_\_\_, pursuant to deed number \_\_\_\_\_, dated \_\_\_\_\_, executed in the city of \_\_\_\_\_, before the Notary \_\_\_\_\_.

Said property is encumbered \_\_\_\_\_.

TWELFTH: The parties appearing in the present deed as Mortgagors are MR. JOSE A. MALDONADO MATIAS AND MRS. ANA ROSA VELAZQUEZ, both of legal age, married to each other property owners, whose mailing address is: Bo. Yahuecas, Box six hundred and twenty-eight, Adjuntas, Puerto Rico, zero, zero, six hundred and one.

THIRTEENTH: The loan amount consigned herein has been or will be used for agricultural purposes and the construction and/or repair and/or improvements of physical facilities on the described property.

FOURTEENTH: The borrower will personally occupy and use any structure that is constructed, improved, or purchased with the proceeds of the loan herein guaranteed, and shall not lease or use said structure for other purposes, unless the Government gives consent in writing. Violation of this clause, as well as violation of any other agreement or clause contained herein, will cause the debt to become due as if the whole term had elapsed, and the Government may declare the loan due and payable, and may proceed to foreclosure of the mortgage.

FIFTEENTH: This mortgage expressly extends to any constructions or buildings currently existing on the aforementioned farm, and to all improvements, constructions, or buildings to be constructed on said farm while the Government's mortgage loan is in effect, as verified by the present owners/debtors or by their trustees or executors.

SIXTEENTH: Mortgagor hereby waives jointly and severally for himself and on behalf of his heirs, trustees, successors, or representatives, in favor of mortgagee (Farmers Home Administration), any present or future Homestead right that he may have on the property described in paragraph eleven, and in the buildings thereon, or which may be constructed in the future; this waiver being permitted in favor of the Farmers Home Administration by Law Number Thirteen (13) of May twenty-eight (28), nineteen sixty-nine (1969) (31. L.P.R.A. 1851).

SEVENTEENTH: The mortgagor and the mortgagee are agreed that any stove, oven, or heater purchased either totally or partially financed with the proceeds of the loan secured herein, are considered and interpreted as part of the property encumbered by this mortgage.

EIGHTEENTH: The parties appearing herein also state that, as this is for a loan for agricultural purposes, they have agreed not to distribute the responsibility between the encumbered farms and thus they will all be individually responsible, jointly and severally, for the debt, principal, interests, costs and other credits secured by this deed; all of which is in accordance with Article one hundred and nineteen of the Mortgage Law, as



amended by law number seventy-nine of June twenty-five, nineteen sixty-nine.

NINETEENTH: Any improvements, constructions, or buildings that are constructed on said farm during the aforementioned period will require the mortgagee's prior written approval, in accordance with current regulations, as well as future regulations which are consistent with federal and local law, and compatible with current laws governing these types of loans.

TWENTIETH: The parties accept this deed as written as it conforms to their agreement. I, the Notary to everything stated herein, have given them the pertinent legal warnings and, well informed of these, the parties ratify and sign it, placing their initials in the margin of each and every page, after my having read this deed aloud to all of them, in one proceeding, as they waived their right to do so themselves, of which I advised them. I, the Notary, BEAR WITNESS to everything contained in this public instrument.

Clarification is made that the mortgagor is also known as Alberto Maldonado Matías. I BEAR WITNESS ONCE AGAIN.

SIGNED: JOSE A. MALDONADO MATIAS AND ANA ROSA VELAZQUEZ

INITIALS IN THE MARGIN.

Signed, sealed, stamped and endorsed. SERAFIN ROSADO SANTIAGO. The applicable Sales Tax and Notary Tax seals have been cancelled. This is a true and exact copy of the original deed filed under the number indicated in the protocol of public instruments of this Notary office in my charge and to which I refer. In witness whereof and for delivery to the United States of America, as one of the parties, I issue this first certified copy, which I sign, stamp, seal and endorse on the same day, month and year of its execution.

[Signature]

Attorney - Notary Public

[Seal]

This document is recorded as indicated in the note in the margin of the description of each of the farms. Farm # 4932 is encumbered by the mortgage furnished pursuant to this deed and farm # 8477 is encumbered by two easements; one to the A.F.F. of P.R. and the other to farm #8306, and also to the mortgage furnished herein.

Utuado, March 30, 1979.

[Signature]

Property Recorder

No fees.

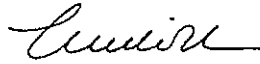
[Seals]

2/28/80 [Signature]

## **CERTIFICATE**

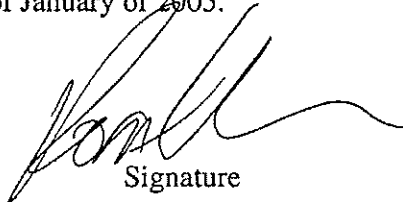
I hereby certify that the attached Voluntary Mortgage is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced, competent and certified to translate from Spanish into English.

DATED this 17<sup>th</sup> day of January of 2005.



Nicole Harris

WITNESS my hand and official seal hereto affixed this  
this 17<sup>th</sup> day of January of 2005.

  
Signature

Notary Public  
State of Washington  
Rosa Walker  
Commission Expires 02-01-06

Print Name: Rosa Walker  
Notary Public in and for the State of Washington  
My appointment expires: 02/01/06

131<sup>m</sup>

Pa 169  
hora 2:35  
22 enero 1979

Adjunta

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ES  
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R

BUFETE Y NOTARIA  
**Lir. Serafín Rosado Santiago**  
&  
**Lir. Jaime L. Pérez**

ABOGADOS - NOTARIOS

CALLE SANTA ANA # 7 - TELS. 829-4130 - 829-4970  
ADJUNTAS, PUERTO RICO

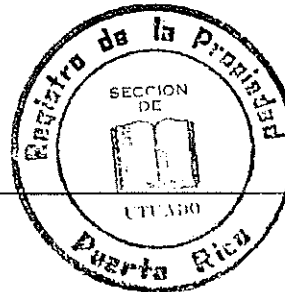
NUMERO 14

**ESCRITURA**



DE

HIPOTECA VOLUNTARIA



OTORGADA POR

DON JOSE A. MALDONADO MATIAS Y

DOÑA ANA ROSA VELAZQUEZ

A FAVOR DE ESTADOS UNIDOS DE AMERICA

ADJUNTAS, P. R., A 15 DE enero DE 1979

5584  
4932  
P.D.

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-----NUMERO CATORCE-----

-----HIPOTECA VOLUNTARIA-----

En Adjuntas, Puerto Rico, a los quince días del mes de enero de mil novecientos setenta y nueve.

----- ANTE MI -----

-----SERAFIN ROSADO SANTIAGO:-----

Abogado y Notario Público de esta Isla con residencia y vecindad en

Ponce, Puerto Rico y oficina en la Ciudad de

Adjuntas, Puerto Rico.

-----COMPARECEN-----

Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denominados de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales aparecen de dicho párrafo.

Doy fe del conocimiento personal de los comparecientes, así como por sus dichos de su edad, estado civil, profesión y vecindad.

Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorgamiento, y en tal virtud libre y volunta-

riamente;

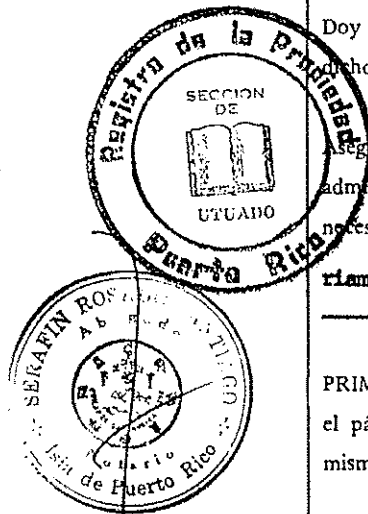
-----EXPONEN-----

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el párrafo UNDECIMO así como de todos los derechos e intereses en las mismas, denominada de aquí en adelante "los bienes".

SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que se especifican en el párrafo UNDECIMO.

TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de América, actuando por conducto de la Administración de Hogares de Agricultores, denominado de aquí en adelante el "acreedor hipotecario", en relación con un préstamo o préstamos evidenciado por uno o más pagarés o convenio de subrogación, denominado en adelante el "pagaré", sean uno o más. Se requiere por el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de las contribuciones, avaluos (impuestos), primas de

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seguros y otros cargos que se hayan estimados sobre la propiedad hipotecaria.-----

CUARTO: Se sobreentiende que:-----

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la suma de principal especificada en el mismo, concedido, con el propósito y la intención de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno consolidando la Administración de Hogares de Agricultores o el Título Quinto de la Ley de Hogares de mil novecientos cuarenta y nueve, según ha sido enmendada.-----

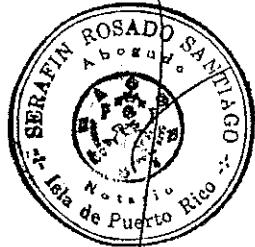
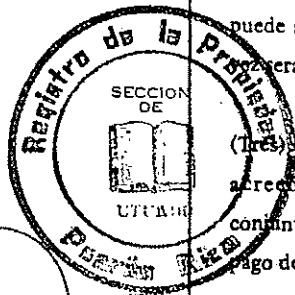
(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el prestamista asegurado.-----

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acreedor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con el pagaré un endoso de seguro garantizando totalmente el pago de principal e intereses de dicho pagaré.-----

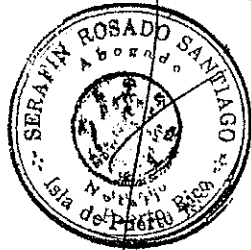
(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado, determinarán en el endoso de seguro la porción del pago de intereses del pagaré que será designada como "cargo anual".-----

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tenedor cederá todos sus derechos y remedios contra el deudor hipotecario y cualquiera otro en relación con dicho préstamo así como también a los beneficios de esta hipoteca y aceptará en su lugar los beneficios del seguro, y en caso de violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en cualquier convenio suplementario por parte del deudor hipotecario, a requerimiento del acreedor hipotecario endosará el pagaré al acreedor hipotecario.-----

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca garantizará el pago del pagaré pero cuando el pagaré



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esté en poder de un prestamista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda, constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incumplimiento por parte del deudor hipotecario. \_\_\_\_\_

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré sea conservado por el acreedor hipotecario o en el caso de que el acreedor hipotecario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del importe del pagaré según se especifica en el subpárrafo (Uno) del párrafo NOVENO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho pagaré, su renovación o extensión y cualquier convenio contenido en el mismo, (b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garantía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí consignado, para garantizar el cumplimiento del convenio del deudor hipotecario de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el endoso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cualquier caso y en todo tiempo en garantía de las sumas adicionales designadas en el subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el cumplimiento de todos y cada uno de los convenios y estipulaciones del deudor hipotecario aquí contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre los bienes descritos en la párrafo UNDECIMO más adelante, así como sobre los derechos, intereses, servidumbres, derechos hereditarios, adhesiones pertenecientes a los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e ingreso de los mismos, toda mejora o propiedad personal en el presente o que en el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos, sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre ellas, siendo entendido que este gravámen quedará en toda su fuerza y vigor hasta que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y después del vencimiento hasta que los mismos hayan sido pagados en su totalidad. En caso de ejecución, los bienes responderán del pago del principal, los intereses antes y después de vencimiento, hasta su total

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solvento, pérdida sufrida por el acreedor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cualquier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas, gastos y honorarios de abogado del acreedor hipotecario, toda extensión o renovación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma adicional especificada en el párrafo NOVENO de este documento, -----

SEXTO: El deudor hipotecario expresamente conviene lo siguiente:-----

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario. En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor hipotecario como agente cobrador del acreedor del mismo. -----

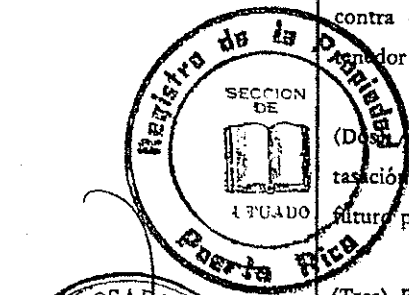
(Dos) Pagar al acreedor hipotecario una cuota inicial por inspección y tasación y cualquier cargo por delincuencia requerido en el presente o en el futuro por los reglamentos de la Administración de Hogares de Agricultores. -----

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegurado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido en el párrafo CUARTO anterior por cuenta del deudor hipotecario. -----

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto por el acreedor hipotecario por cuenta del deudor hipotecario. -----

Cualquier adelanto por el acreedor hipotecario tal como se describe en este subpárrafo devengará intereses a razón del cinco por ciento (5%) anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor hipotecario lo satisfaga. -----

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, -----



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cualquier o todo adelanto hecho por el acreedor hipotecario para prima de seguro, reparaciones, gravámenes u otra reclamación en protección de los bienes hipotecados o para contribuciones o impuestos u otro gasto similar por razón de haber el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos hasta que los mismos sean satisfechos por el deudor hipotecario. -----

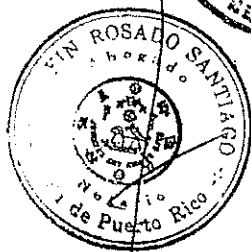
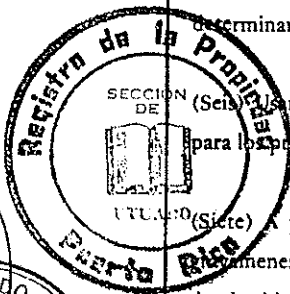
(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipoteca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipotecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto hecho por el acreedor hipotecario no relevará al deudor hipotecario de su violación del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor hipotecario determinare. -----

(Seis) Pagar el importe del préstamo evidenciado por el pagaré únicamente para los propósitos autorizados por el acreedor hipotecario. -----

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravámenes y cargas que graven los bienes o los derechos o intereses del deudor hipotecario bajo los términos de esta hipoteca. -----

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requiera el acreedor hipotecario sobre los edificios y las mejoras existentes en los bienes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y otros riesgos serán en la forma y por las cantidades, términos y condiciones que aprobare el acreedor hipotecario. -----

(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las reparaciones necesarias para la conservación de los bienes; no cometerá ni permitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca, ni removerá ni permitirá que se remueva grava, arcilla, aceite, gas, carbón u otros minerales sin el consentimiento del acreedor hipotecario y prontamente llevará a efecto las reparaciones en los bienes que



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el acreedor hipotecario requiera de tiempo en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en tiempo pueda prescribir. -----

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se identifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor hipotecario personalmente operará los bienes por sí y por medio de su familia como una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a menos que el acreedor hipotecario consienta por escrito en otro método de operación o al arrendamiento. -----

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la información de sus ingresos y gastos y cualquier otra información relacionada con la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos que afecten los bienes o su uso. -----

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía otorgada está siendo mermada o deteriorada, y si dicho examen o inspección determinare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mermada o deteriorada, tal condición se considerará como una violación por parte del deudor hipotecario de los convenios de esta hipoteca. -----

(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción, podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria para adelantos, gastos y otros pagos. -----

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acreedor hipotecario, el acreedor hipotecario es por la presente autorizado y con poderes para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar sus rentas, beneficios e ingresos de los mismos



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y aplicarlos en primer término a los gastos de cobro y administración y en segundo término al pago de la deuda evidenciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada, en el orden y manera que el acreedor hipotecario determinare. -----

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor hipotecario puede obtener un préstamo de una asociación de crédito para producción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un tipo de interés y términos razonables para préstamos por tiempo y propósitos similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará y aceptará dicho préstamo en cantidad suficiente para satisfacer el pagaré y cualquier otra deuda aquí garantizada y pagar por las acciones necesarias en la agencia cooperativa en relación con dicho préstamo. -----

(Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluida como deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliera con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido o en cualquiera convenio suplementario, o falleciere o se declarare o fuere declarado incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acreedores, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) incurrir y pagar los gastos razonables para la reparación o mantenimiento de los bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de seguro y cualquier otro pago o gasto para la protección y conservación de los bienes y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) de solicitar la protección de la ley. -----

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos de esta hipoteca, los del pagaré y en cualquier otro



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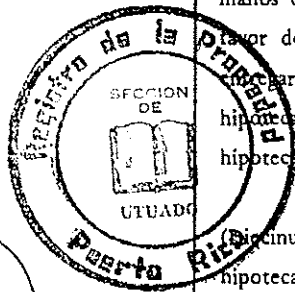
convenio suplementario, incluyendo los gastos de mensura, evidencia de título, costas, inscripción y honorarios de abogado. -----

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor hipotecario para requerir y hacer cumplir en cualquier fecha posterior los convenios, acuerdos u obligaciones aquí contenidas o similares u otros convenios y sin afectar la responsabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí garantizada y sin afectar el gravámen impuesto sobre los bienes o la prioridad del gravámen, el acreedor hipotecario es por la presente autorizado y con poder en cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obligación aquí contenida o en el pagaré o en cualquier convenio suplementario: (Dos) negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el consentimiento del tenedor de dicho pagaré cuando esté en manos de un prestamista asegurado) o para el pago de cualquier deuda a favor del acreedor hipotecario, y aquí garantizada; o (Tres) otorgar y cancelar cancelaciones parciales de cualquier parte de los bienes de la hipoteca aquí constituida u otorgar diferimiento o postergación de esta hipoteca a favor de cualquier otro gravámen constituido sobre dichos bienes.

(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca, incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones parciales, subordinación, cancelación total, radica sola y exclusivamente en el acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o interés alguno en o sobre el gravámen y los beneficios aquí contenidos. -----

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cualesquiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipotecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía constituirá incumplimiento de esta hipoteca.

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será remitido por correo certificado a menos que se disponga lo contrario por ley, y será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto, en el caso del acreedor hipotecario a Administración de Hogares de Agricultores, Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el caso del deudor hipotecario, a él a la dirección postal de

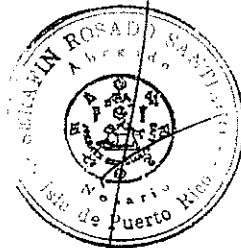
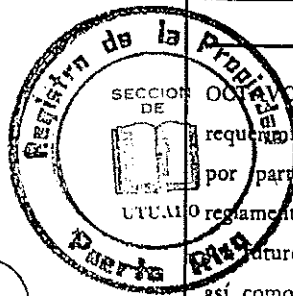


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su residencia según se especifica más adelante. -----

(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario el importe de cualquier sentencia obtenido por expropiación forzosa para uso público de los bienes o parte de ellos así como también el importe de la sentencia por daños causados a los bienes. El acreedor hipotecario aplicará el importe que reciba al pago de los gastos en que incurriere en su cobro y el balance al pago del pagaré y cualquier deuda al acreedor hipotecario garantizada por esta hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario. -----

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso de ejecución de esta hipoteca, de conformidad con la ley hipotecaria, según enmendada, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma de CUARENTA MIL DOLARES (\$40,000.00). -----



OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requerimiento y se considerará en mora sin necesidad de notificación alguna por parte del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Administración de Hogares de Agricultores ahora en vigor y futuros reglamentos, no inconsistentes con los términos de esta hipoteca, así como también sujeta a las leyes del Congreso de Estados Unidos de América que autorizan la asignación y aseguramiento del préstamo antes mencionado. -----

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor hipotecario cediere esta hipoteca sin asegurar el pagaré: -----

CUARENTA MIL ----- DOLARES (\$ 40,000.00 )  
el principal de dicho pagaré, con sus intereses según estipulados a razón del cinco por ciento (5%) anual; -----

Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado: -----

(A) CUARENTA MIL -----  
----- DOLARES (\$40,000.00 )

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para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado por motivo del incumplimiento del deudor hipotecario de pagar los plazos según se especifica en el pagaré, con intereses según se especifica en el párrafo SEYTO, Tercero: -----

(B) SESENTA MIL DOLARES (\$60,000.00) -----  
----- DOLARES (\$60,000.00 )

para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda sufrir bajo su seguro de pago del pagaré; -----

Tres. En cualquier caso y en todo tiempo; -----

(A) DIECISEIS MIL -----  
----- DOLARES (\$ 16,000.00 )

para intereses después de mora; -----

OCHO MIL DOLARES -----  
----- DOLARES (\$8,000.00 )

para contribuciones, seguro y otros adelantos para la conservación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo

SEYTO, Tercero: -----

(C) CUATRO MIL -----  
----- DOLARES (\$ 4,000.00 )

para costas, gastos y honorarios de abogado en caso de ejecución; -----

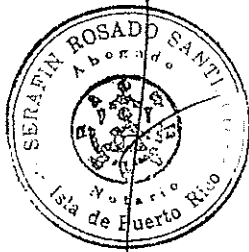
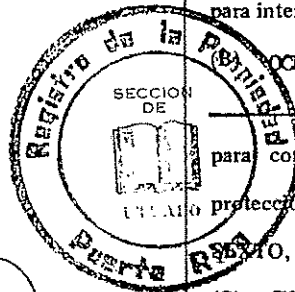
(D) CUATRO MIL -----  
----- DOLARES (\$ 4,000.00 )

para costas y gastos que incurriere el acreedor hipotecario en procedimientos para defender sus intereses contra cualquier persona que intervenga o impugne el derecho de posesión del deudor hipotecario a los bienes según se consigna en el párrafo SEXTO, Trece. -----

DECIMO: Que el (los) pagaré(s) a que se hace referencia en el párrafo TERCERO de esta hipoteca es (son) descrito(s) como sigue: -----

"Pagaré otorgado en el caso número sesenta y tres guión treinta y cinco guión c -----  
-----"

----- fechado el día quince-----  
----- de enero----- de mil novecientos setenta y nueve,-----



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por la suma de CUARENTA MIL DOLARES (\$40,000.00) \_\_\_\_\_  
\_\_\_\_\_ dólares de principal más intereses sobre el balance del principal  
adeudado a razón del cinco \_\_\_\_\_

(5%) por ciento anual, hasta tanto su principal sea  
totalmente satisfecho según los términos, plazos, condiciones y estipulaciones  
contenidas en dicho pagaré y según acordados y convenidos entre el  
Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí  
representada, de no haber sido satisfecho con anterioridad, vencerá y será  
pagadero a los cuarenta \_\_\_\_\_ años de la fecha de este pagaré.

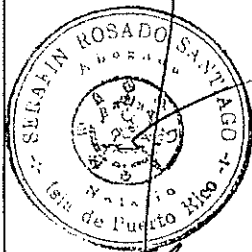
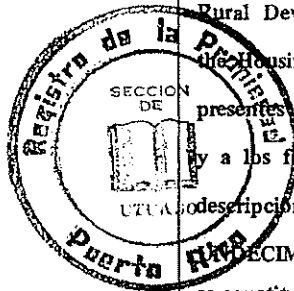
— Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido  
por el Gobierno al Prestatario de conformidad con la Ley del Congreso  
de los Estados Unidos de América denominada "Consolidated Farm and  
Rural Development Act of 1961" o de conformidad con el "Title V of  
the Housing Act of 1949", según han sido enmendadas y está sujeto a los  
presentes reglamentos de la Administración de Hogares de Agricultores  
y a los futuros reglamentos no inconsistentes con dicha Ley. De cuya  
descripción, yo, el Notario Autorizante, DOY FE. \_\_\_\_\_

DECIMO: Que la propiedad objeto de la presente escritura y sobre la que  
se constituye Hipoteca Voluntaria, se describe como sigue: \_\_\_\_\_

—RUSTICA: Predio de terreno número once, del caso café sete-  
cientos noventa y siete radicada en el barrio Yahuecas del tér-  
mino municipal de Adjuntas, Puerto Rico, compuesto de TRES \_\_\_\_\_  
CUERDAS, equivalentes a una hectp, digo, hectárea, diecisiete \_\_\_\_\_  
áreas, noventa y una centiáreas y mil ochocientos sesenta y \_\_\_\_\_  
ocho centésimas de otra, lindante por el NORTE, con la parcela \_\_\_\_\_  
número siete, por el SUR, con la parcela número quince, por el \_\_\_\_\_  
ESTE, con la Sucesión de Antonio Bernazar y por el OESTE, con la \_\_\_\_\_  
parcela número diez. Dentro de la parcela descrita se encuentra  
una casa de concreto y bloques, construida por la Puerto Rico \_\_\_\_\_  
Reconstruction Administration. \_\_\_\_\_

—Inscrita por su origen al folio quince vuelto del tomo ciento  
treinta y uno de Adjuntas, finca número cuatro mil novecientos \_\_\_\_\_  
treinta y dos, inscripción tercera. \_\_\_\_\_

—Adquirieron los deudores hipotecarios la descrita propiedad  
por compra a Don Eugenio Maldonado Sánchez, según consta de la  
escritura número cuarenta y cuatro, otorgada en Adjuntas, \_\_\_\_\_  
Puerto Rico, el día veinticuatro de septiembre de mil novecien-  
tos setenta y cuatro, ante el Notario, digo, la Notario Aura \_\_\_\_\_  
Nélida Pérez. \_\_\_\_\_



*Folio 17 vto*  
*Tomo 131 de Adj-*  
*untas*  
*Fca. # 4932*  
*Ins. 6to*

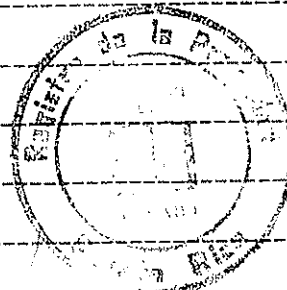
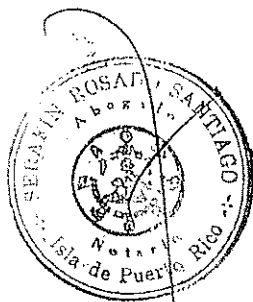
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*Folio 30*  
*Tomo 249 Lib.*  
*Fca. # 8477*  
*Ins. 1<sup>a</sup>*

---RUSTICA: Predio de terreno radicado en el barrio Yahuecas del término municipal de Adjuntas, Puerto Rico, con una cabida de VEINTICINCO CUERDAS CON SESENTA Y TRES CENTIMOS DE OTRA, equivalentes a diez hectáreas, cero siete áreas, treinta y cinco centiáreas y noventa miliáreas. Colindando al NORTE, con la Sucesión Rivera y Juan A. Bennazar, por el SUR, con terrenos de Antonio Matías y Gregorio Maldonado, al ESTE, con la Sucesión de Luis Rivera y José A. Ruiz y al OESTE, con Juan A. Bennazar, Sucesión Luis Rivera, Reinaldo González, Eugenio Maldonado y Francisco Fernandini.-----

---Inscrita por su origen al folio doscientos cuarenta y uno y sesenta y cinco vuelto, tomo ciento cuarenta y ocho y doscientos siete de Adjuntas, finca número cincuenta mil quince, digo, cinco mil quinientos ochenta y siete.-----

---Adquirieron los deudores hipotecarios la descrita propiedad por compra a Don Juan Alberto Bennazar Vicens y Doña Carmen Margarita Corrada, según consta de la escritura número trece, otorgada en Adjuntas, Puerto Rico, el día quince de enero de mil novecientos setenta y nueve, ante el Notario Serafín Rosado Santiago.-----





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Adquirió el prestatario la descrita finca por compra a \_\_\_\_\_

según consta de la Escritura Número \_\_\_\_\_

\_\_\_\_\_ de fecha \_\_\_\_\_

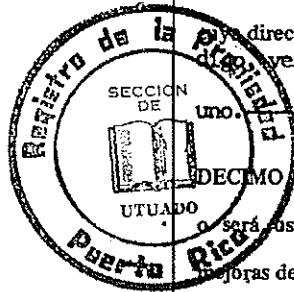
\_\_\_\_\_ otorgada en la ciudad de \_\_\_\_\_

ante el Notario \_\_\_\_\_

Dicha propiedad se encuentra \_\_\_\_\_

DUODECIMO: Que comparecen en la presente escritura como Deudores Hipotecarios DON JOSE A. MALDONADO MATIAS Y DOÑA ANA ROSA \_\_\_\_\_ VELAZQUEZ, mayores de edad, casados entre sí, propietarios, —

\_\_\_\_\_ dirección postales: Bo. Yahuecas, Buzón seiscientos vienti, —  
\_\_\_\_\_ veintiocho, Adjuntas, Puerto Rico cero cero seis cero —



DECIMO TERCERO: El importe del préstamo aquí consignado se usó \_\_\_\_\_  
\_\_\_\_\_ o será usado para fines agrícolas y la construcción y/o reparación y/o  
\_\_\_\_\_ mejoras de las instalaciones físicas en la finca(s) descrita(s). \_\_\_\_\_

DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estructura que haya sido construída, mejorada o comprada con el importe del préstamo aquí garantizado y no arrendará o usará para otros fines dicha estructura a menos que el Gobierno lo consienta por escrito. La violación de esta cláusula como la violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el vencimiento de la obligación como si todo el término hubiese transcurrido y en aptitud el Gobierno de declarar vencido y pagadero el préstamo y proceder a la ejecución de la hipoteca. \_\_\_\_\_

DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción o edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construcción o edificación que se construya en dicha finca(s) durante la vigencia del préstamo hipotecario constituído a favor del Gobierno, verificada por los actuales dueños deudores o por sus cesionarios o causahabientes. \_\_\_\_\_



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DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada y solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o representantes a favor del acreedor (Administración de Hogares de Agricultores), cualquier derecho de Hogar Seguro (Homestead) que en el presente o en el futuro pudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios allí enclavados o que en el futuro fueran construídos; renuncia esta permitida a favor de la Administración de Hogares de Agricultores por la Ley Número trece (13) del veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31 L.P.R.A. 1851). -

DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cualquier estufa, horno, y calentador comprado o financiado total o parcialmente con fondos del préstamo aquí garantizado, se considerará e interpretará como parte de la propiedad gravada por esta Hipoteca. -----

DECIMO OCTAVO: Manifiestan además los comparecientes que por tratarse de un préstamo para fines agrícolas han acordado en no atribuir la responsabilidad entre las fincas gravadas y por lo tanto todas responderán por separado solidaria y mancomunadamente de la deuda, principal, intereses, costas y demás créditos garantizados por esta escritura; todo ello conforme al Artículo diecinueve de la Ley Hipotecaria, según el mismo ha sido enmendado por la Ley Número setenta y nueve del veinticinco de junio de mil novecientos sesenta y nueve. -----

DECIMO NOVENO: Toda mejora, construcción o edificación que se construya en dicha finca durante la vigencia antes mencionada deberá ser construída previa autorización por escrito del acreedor hipotecario, conforme a los reglamentos presentes y a aquellos futuros que se promulgaren de acuerdo a las leyes federales y locales no inconsistentes o incompatibles con las leyes presentes que gobiernan estos tipos de préstamos. -----

VIGESIMO: Los otorgantes aceptan la presente escritura en la forma redactada por ser conforme a lo convenido. Yo, el Notario, de todo lo consignado, j, digo, hícele las advertencias legales pertinentes y bien impuestos de ellas así la otorgan y firman, estampando además las iniciales al margen de todos y cada uno de los folios. Previa lectura que a todos hice en alta voz y en un sólo acto de esta escritura porque -----

Agricultura - Jay-Ce Printing

renunciaron al derecho de leerlo por sí mismos, al que les —  
advertitieron. Yo, el Notario de todo lo contenido en este —  
Instrumento público, DOY FE. \_\_\_\_\_

Se aclara que el Deudor Hipotecario es también conocido por  
Alberto Maldonado Matias. REPITO LA FE. \_\_\_\_\_

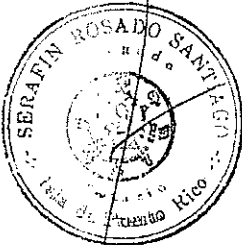
FIRMADO: JOSE A. MALDONADO MATIAS Y ANA ROSA ----  
VELAZQUEZ. -----

AL MARGEN INICIALES. -----

Firmado, signado, sellado y rubricado. SERAFIN ROSADO  
SANTIAGO. Se encuentran cancelados los correspondientes sellos  
de Rentas Internas e Impuestos Notarial. Concuera bien y fiel-  
mente con la escritura Matriz que bajo el numero indicado obra en  
el protocolo de instrumentos publicos de esta notaria a mi cargo, y  
que me remito. En fé de ello, y para entregar a ESTADOS  
UNIDOS DE AMERICA - parte interesada, expido, la presente  
copie certificada, que autorizo bajo mi firma, signo, sello y rubrica,  
el mismo dia, mes y año de su otorgamiento \_\_\_\_\_



*Serafin Rosado*  
Abogado-Notario



Enmargino este documento don-  
de indican las notas puestas al  
margen de cada una de las  
descripciones de las fincas. La  
finca # 4,932 se halla afectada a  
la hipoteca que comprando  
este documento y la finca #  
8,477 se halla afectada por su  
precedencia a dos revindun-  
cias: la primera de papea favor  
de la H. F. F. de P. R. y la segunda  
a favor de la finca # 8,306 y por  
lo que la hipoteca que comprando  
este documento. Otorgado, a 30 de  
marzo de 1979. *P. J. Rosado*

*Sin Derechos*

*Registrada*

*2/28/80 Jose Luis Maldonado*



Filed as entry: 57  
Log: 249  
Time: 2:35  
Date: August 6, 91  
Property Records of Utuado

JOSE A. SALICETI MALDONADO  
ATTORNEY-NOTARY  
BOX 97 TEL. 829-2640  
ADJUNTAS, P.R. 00601

NUMBER: 80

DEED OF REAMORTIZATION OF MORTGAGE LOAN AND MODIFICATION OF  
MORTGAGE

EXECUTED BY

JOSE ALBERTO MALDONADO MATIAS AND ANA ROSA VELAZQUEZ  
CRESPO

TO: THE UNITED STATES OF AMERICA

IN ADJUNTAS, P.R., ON JULY 29, 1991

JOSE A. SALICETI MALDONADO  
NOTARY PUBLIC

NUMBER EIGHTY (80)

REAMORTIZATION OF MORTGAGE LOAN AND MORTGAGE MODIFICATION

In the city of Adjuntas, Puerto Rico, on July twenty-nine, nineteen ninety-one.

IN MY PRESENCE

JOSE A. SALICETI MALDONADO, Attorney and Notary Public for this island, with residence and offices in Adjuntas, Puerto Rico.

THERE APPEAR

AS ONE PARTY: AS MORTGAGORS : MR. JOSE ALBERTO MALDONADO MATIAS, also known as JOSE A. MALDONADO MATIAS, , and MRS. ANA ROSA VELAZQUEZ CRESPO, also known as ANA ROSA VELAZQUEZ, ;  
both of legal age, married to each other, property owners and residents of Adjuntas, Puerto Rico.

AS THE OTHER PARTY: AS MORTGAGEE: UNITED STATES OF AMERICA, acting through the Administrator of the Farmers Home Administration, in accordance with the dispositions of the Congress Law known as "Consolidated Farmers Home Administration Act of 1961" with main offices in Washington, District of Columbia, United States of America, represented herein by MR. JOSE LUIS MALDONADO CARABALLO, ;  
of legal age, married, employed and a resident of Adjuntas, Puerto Rico, whose authority is duly noted in the Property Registry. Employer identification number: 7 /.

I BEAR WITNESS

To my personal acquaintance of the appearing parties, and to their statements regarding their personal information. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this deed, thus freely

THEY DECLARE

FIRST: That the mortgagors, MR. JOSE ALBERTO MALDONADO MATIAS, also known as JOSE A. MALDONADO MATIAS, and MRS. ANA ROSA VELAZQUEZ CRESPO, also known as ANA ROSA VELAZQUEZ, are the owners of the following properties:

A. RURAL: Plot of land, number eleven in case *café*\* seven hundred and ninety-seven, located in Barrio Yahuecas in the municipality of Adjuntas, Puerto Rico, consisting of THREE CUERDAS\*\*, equivalent to one hectare, seventeen ares, ninety-one centiares and one thousand eight hundred and sixty-eight hundredths of another. With boundaries to the NORTH, with plot number seven; to the SOUTH, with plot number fifteen; to the EAST, with the heirs of Antonio Bennazar; and to the WEST, with plot number ten. There is a house made of concrete and blocks, built by the Puerto Rico Reconstruction Administration on the described plot.

Recorded on page one hundred and forty-one, volume two hundred and seventeen of Adjuntas, farm number four thousand nine hundred and thirty-two, eighth recording.

B. RURAL: Plot of land located in Barrio Yahuecas in the municipality of Adjuntas, Puerto Rico, with an area of TWENTY-FIVE AND SIXTY-THREE HUNDREDTHS CUERDAS\*\*, equivalent to ten hectares, seven ares, thirty-five centiares and ninety milliares. With boundaries to the NORTH, with the heirs of Rivera and Juan A. Bennazar; to the SOUTH, with properties of Antonio Matías and Gregorio Maldonado; to the EAST, with the heirs of Luis Rivera and José A. Ruiz; and to the WEST, with Juan A. Bennazar, the heirs of Luis Rivera, Reinaldo González, Eugenio Maldonado and Francisco Fernandini.

Recorded on page thirty-three, volume two hundred and nineteen of Adjuntas, farm number eight thousand four hundred and seventy-seven, fourth recording.

That the described properties are encumbered by a mortgage securing a promissory note in favor of the United States of America in the amount of FORTY THOUSAND DOLLARS (\$40,000.00), with interest at FIVE PERCENT (5%) per annum, said principal and interests being payable by installments as stipulated therein, pursuant to voluntary mortgage deed number fourteen, dated January fifteen, nineteen seventy-nine, before the Notary Serafin Rosado Santiago, in Adjuntas, Puerto Rico.

That said mortgage was reamortized pursuant to deed number forty, dated September twenty-seven, nineteen eighty-five and executed before the Notary Serafin Rosado Santiago, in Adjuntas, Puerto Rico.

That said mortgage is recorded on pages one hundred and forty-one, and thirty-three, volumes two hundred and seventeen and two hundred and nineteen of Adjuntas, farms number four thousand nine hundred and thirty-two and number eight thousand four hundred and seventy-seven.

---

\* *Café* is the Spanish word for coffee; in this context it might be designating the letter "c", as in "c" as in "coffee".

\*\* "*Cuerda*" is an area measurement equivalent to 0.971 acre, 3,930.3956 sq. meters, or 42,291 sq. ft., 1 acre = 1.029

SECOND: The mortgagors, MR. JOSE ALBERTO MALDONADO MATIAS and his wife, MRS. ANA ROSA VELAZQUEZ CRESPO, state that, in order to reamortize the mortgage debt(s), they requested and obtained the approval of the mortgagee, UNITED STATES OF AMERICA, acting through the Administrator of the Farmers Home Administration, in accordance with the regulations of the Congress Law called "Consolidated Farmers Home Administration Act of 1961" and regulations approved therein, to reamortize the mortgage debt.

THIRD: The appearing parties, MR. JOSE ALBERTO MALDONADO MATIAS and his wife, MRS. ANA ROSA VELAZQUEZ CRESPO, state that they are personally aware of each and every one of the obligations, clauses and stipulations contained or mentioned in the mortgage deed, and they hereby clearly, solemnly and absolutely agree to comply with each and every one of said obligations, clauses and stipulations as required by Farmers Home Administration (FmHA).

#### REAMORTIZATION AND MODIFICATION OF PAYMENT OF THE PROMISSORY NOTE AND MORTGAGE

FOURTH: The appearing party, MR. JOSE LUIS MALDONADO CARABALLO, in the capacity he bears, states that because the mortgagors, MR. JOSE ALBERTO MALDONADO MATIAS and his wife, MRS. ANA ROSA VELAZQUEZ CRESPO, have qualified to receive the benefits of the Congress Law known as "Consolidated Farmers Home Administration Act of 1961", as amended, he has agreed to reamortize and modify the form of payment of the installments established in the promissory note and in the mortgage as follows:

The amount of this promissory note and the mortgage securing it, has been increased and reamortized on July twenty-nine, nineteen ninety-one and had an unpaid balance amounting to FORTY-SIX THOUSAND FIVE HUNDRED AND EIGHTY-TWO HUNDRED AND FORTY-FOUR DOLLARS AND NINE CENTS (\$46,582.09) of principal and ONE THOUSAND FOUR HUNDRED AND TWENTY DOLLARS AND ELEVEN CENTS (\$1,420.11) of capitalized interests, which shall accrue interest at the rate of FIVE PERCENT (5%) per annum, plus the sum of ONE THOUSAND THREE HUNDRED AND THIRTY-THREE DOLLARS AND SIXTY-FIVE CENTS (\$1,333.65) of non-capitalized interests, which shall not accrue interest, for a total of FORTY-NINE THOUSAND THREE HUNDRED AND THIRTY-FIVE DOLLARS AND EIGHTY-FIVE CENTS (\$49,335.85), and, as it has been granted a five (5) year partial deferment, it shall be paid as follows:

THREE HUNDRED AND FORTY-TWO DOLLARS (\$342.00) on or before January first, nineteen ninety-two;

THREE HUNDRED AND FORTY-TWO DOLLARS (\$342.00) on or before January first, nineteen ninety-three;

THREE HUNDRED AND FORTY-TWO DOLLARS (\$342.00) on or before January first, nineteen ninety-four;

THREE HUNDRED AND FORTY-TWO DOLLARS (\$342.00) on or before January first, nineteen ninety-five;



THREE HUNDRED AND FORTY-TWO DOLLARS (\$342.00) on or before January first, nineteen ninety-six;  
FOUR THOUSAND ONE HUNDRED AND SIXTY-ONE DOLLARS (\$4,161.00) on or before January first, nineteen ninety-seven;  
FOUR THOUSAND ONE HUNDRED AND SIXTY-ONE DOLLARS (\$4,161.00) on the following January first, except for the final payment of the debt evidenced herein, which shall be made on or before July twenty-nine, two thousand and eighteen.

FIFTH: The appearing party, MR. JOSE LUIS MALDONADO CARABALLO, in the capacity he bears, gives me, the Notary, the promissory note secured by the mortgage, and he assures me that it has not been negotiated or encumbered in any way by the current holder and owner, United States of America, and once it has been identified by me, the Notary, and I have ascertained that it is the same promissory note, I proceed to place the following note on the back of it:

"The amount of this promissory note and the mortgage securing it, has been increased and reamortized on July twenty-nine, nineteen ninety-one and had an outstanding balance of FORTY-EIGHT THOUSAND FIVE HUNDRED AND EIGHTY-TWO DOLLARS AND NINE CENTS (\$48,582.09) of principal plus ONE THOUSAND FOUR HUNDRED AND TWENTY DOLLARS AND ELEVEN CENTS (\$1,420.11) of capitalized interests, which shall accrue interest at the rate of FIVE PERCENT (5%) per annum, plus the sum of ONE THOUSAND THREE HUNDRED AND THIRTY-THREE DOLLARS AND SIXTY-FIVE CENTS (\$1,333.65) of non-capitalized interests, which shall not accrue interest, for a total of FORTY-NINE THOUSAND THREE HUNDRED AND THIRTY-FIVE DOLLARS AND EIGHTY-FIVE CENTS (\$49,335.85), and, as it has been granted a five (5) year partial deferment, it shall be paid as follows:

THREE HUNDRED AND FORTY-TWO DOLLARS (\$342.00) on or before January first, nineteen ninety-two;  
THREE HUNDRED AND FORTY-TWO DOLLARS (\$342.00) on or before January first, nineteen ninety-three;  
THREE HUNDRED AND FORTY-TWO DOLLARS (\$342.00) on or before January first, nineteen ninety-four;  
THREE HUNDRED AND FORTY-TWO DOLLARS (\$342.00) on or before January first, nineteen ninety-five;  
THREE HUNDRED AND FORTY-TWO DOLLARS (\$342.00) on or before January first, nineteen ninety-six;  
FOUR THOUSAND ONE HUNDRED AND SIXTY-ONE DOLLARS (\$4,161.00) on or before January first, nineteen ninety-seven;  
FOUR THOUSAND ONE HUNDRED AND SIXTY-ONE DOLLARS (\$4,161.00) on the following January first, except for the final payment of the debt evidenced herein, which shall be made on or before July twenty-seven, two thousand and eighteen, pursuant to deed number eighty (80), dated July twenty-nine, nineteen ninety-one, before the Notary José A. Saliceti Maldonado, executed in Adjuntas, Puerto Rico. (Signed, stamped, sealed and endorsed). I BEAR WITNESS.

Once the note is attached and signed, I return it to the appearing party, Mr. José Luis Maldonado Caraballo, in the capacity he bears.

SIXTH: In order to comply with the dispositions set forth in article one hundred and seventy-nine of the mortgage laws, the mortgaged properties are appraised in the amount of FORTY-NINE THOUSAND THREE HUNDRED AND THIRTY-FIVE DOLLARS AND EIGHTY-FIVE CENTS (\$49,335.85), of which TWENTY-FOUR THOUSAND SIX HUNDRED AND SIXTY-SEVEN DOLLARS AND NINETY-TWO CENTS (\$24,667.92) apply to farm A, and TWENTY-FOUR THOUSAND SIX HUNDRED AND SIXTY-SEVEN DOLLARS AND NINETY-TWO CENTS (\$24,667.92) apply to farm B. Said amount applies both to the mortgage responsibility and the appraisal value.

SEVENTH: The parties herein also agree that this reamortization agreement does not constitute a cancellation of the aforementioned current obligation (debt), as there is no incompatibility or inconsistency between said current obligation (debt) and the modification of the same under the terms and conditions set forth herein. Thus, the Property Recorder is requested to have this recorded.

#### ACCEPTANCE AND WARNINGS

The parties accept this deed as written as it conforms to their agreement. I, the Notary, have given the parties the pertinent legal warnings for this deed.

So the parties state and execute before me, and once this deed was read by the parties, they ratify its content and sign this deed, placing their initials in the margin of every page herein.

TO ALL OF WHICH, as well as to my having observed the requirements of the Law, I, the Notary, who signs, stamps, seals and endorses, BEAR WITNESS.

SIGNED BY: JOSE LUIS MALDONADO CARABALLO, JOSE ALBERTO MALDONADO MATIAS, ANA ROSA VELAZQUEZ CRESPO.

THEIR INITIALS IN THE MARGIN.

(SIGNED, SEALED, STAMPED AND ENDORSED). JOSE A. SALICETI MALDONADO.

I, the Notary, certify that this is a true and exact copy of deed number 80, which is filed in my protocol of public instruments for the current year and to which I refer. That the applicable Sales Tax and Notary Tax seals have been duly attached and cancelled in the original.

The initials of the parties appear in the margin of every page and their signatures appear on the last page of the same.

In witness whereof, and at the request of the United States of America, I issue this certified copy, which is made up of 7 sheets of legal paper, written on one side only, and which I sign, stamp, seal and endorse, leaving a record of its issuance in the original, today, July 29, 1991. I THUS CERTIFY.

[Signature]



Notary Public  
[Seal]

This document is recorded as indicated in the note in the margin of the description of each of the farms. Charges: They are encumbered by mortgages of \$7,000.00 and \$40,000.00 in favor of the U.S.A.; the one for \$40,000.00 reamortized pursuant to this document.

Utuado, August 8, 1991.

[Signature]

Property Recorder

Exempt.

[Seal]

10/25/91 [Signature]

## CERTIFICATE

I hereby certify that the attached Deed of Reamortization of Mortgage Loan and Mortgage Modification is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced, competent and certified to translate from Spanish into English.

DATED this 17<sup>th</sup> day of January of 2005.



Nicole Harris

WITNESS my hand and official seal hereto affixed this  
this 17<sup>th</sup> day of January of 2005.

  
Signature

Notary Public  
State of Washington  
Rosa Walker  
Commission Expires 02-01-06

Print Name: Rosa Walker  
Notary Public in and for the State of Washington  
My appointment expires: 02/01/06

LCDO. JOSE A. SALICETI MALDONADO

NOTARIO PUBLICO

---NUMERO OCHENTA(80)---

-----ESCRITURA DE REAMORTIZACION DE PRESTAMO-----

-----HIPOTECARIO Y MODIFICACION DE HIPOTECA-----

---En la ciudad de Adjuntas, Puerto Rico hoy día veintiseis de julio de mil novecientos noventa y uno.---

----- ANTE MI-----

---JOSE A. SALICETI MALDONADO- Abogado y Notario Público en esta Isla, con estudio, vecindad y bufete abierto en Adjuntas, Puerto Rico---

----- COMPARECEN -----

---DE UNA PARTE: COMO DEUDOR HIPOTECARIO: DON JOSE ALBERTO MALDONADO MATTIAS, también conocido por José A. Maldonado Mattias y su esposa DOÑA ANA ROSA VELÁZQUEZ CRESTO también conocida por Ana Rosa Velázquez, mayores de edad, casados, propietarios y vecinos de Adjuntas, Puerto Rico.---

---DE LA OTRA PARTE: COMO ACREEDOR HIPOTECARIO: ESTADO UNIDOS DE AMERICA, actuando por conducto y a través del Administrador de La Administración de Hogares de Agricultores, de acuerdo con las disposiciones de la Ley del Congreso denominada "Consolidated Farmers Home Administration Act of 1961", con oficinas principales en Washington, Distrito de Columbia, Estados Unidos de América, representada en esta acta por DON JOSE LUIS MALDONADO CARABALLO-

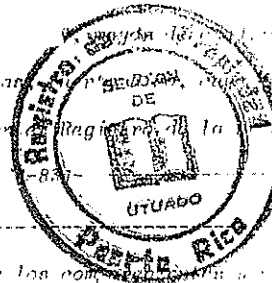
casado, empleado y vecino de Adjuntas, Puerto Rico, quien consta debidamente acreditado en el Registro de la Propiedad. Seguro Social patronal-

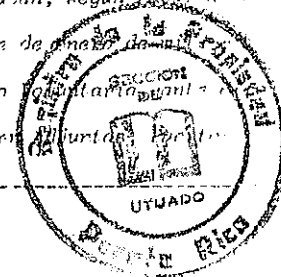
----- FE -----

---DOY del conocimiento personal de los comparecientes---



*[Handwritten signature]*







---Que dicha deuda hipotecaria fue reamortizada mediante escritura número cuarenta de fecha veintinueve de septiembre de mil novecientos ochenta y cinco, ante el Notario Serafín Rosado Santiago, otorgada en Adjuntas, Puerto Rico.

---Que dicha hipoteca se encuentra inscrita a los folios ciento cuarenta y uno y treinta y tres, tomos doscientos diecisiete y doscientos diecinueve de Adjuntas, fincas números cuatro mil novecientos treinta y dos y ocho mil cuatrocientos setenta y siete.

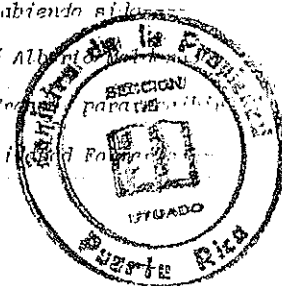
---Segundo: Sigue manifestando los deudores hipotecarios Don José Alberto Maldonado Matías y su esposa Doña Ana Rosa Velázquez Crespo, que con el fin de reamortizar la deuda hipotecaria, solicitaron y obtuvieron el consentimiento del Acreedor Hipotecario, Estados Unidos de América, actuando por conducto y a través del Administrador de la Administración de Hogares de Agricultores, de conformidad con la Ley del Congreso titulada "Consolidated Farmer's Home Administration, Act of 1961" y el reglamento aprobable, al efecto para reamortizar la deuda hipotecaria.

---Tercero: Manifiesta los comparecientes Don José Alberto Maldonado Matías y su esposa Doña Ana Rosa Velázquez Crespo, que son de su propio y personal conocimiento todas y cada una de las obligaciones, cláusulas y estipulaciones contenidas o mencionadas en la escritura de hipoteca, y en este acto en forma clara, solemne y terminantemente, se obligan a cumplir todas y cada una de dichas obligaciones, cláusulas y estipulaciones requeridas por la Administración de Hogares de Agricultores (FmHA).

#### REAMORTIZACION Y MODIFICACION DE PAGO DE

#### PAGARE E HIPOTECA

---Cuarto: Manifiesta el compareciente Don José Luis Maldonado Caraballo, en el carácter que ostenta, que habiendo sido aceptado los deudores hipotecarios, Don José Alberto Maldonado Matías y su esposa Doña Ana Rosa Velázquez Crespo, los beneficios de La Ley del Congreso "Consolidated Farmer's Home Administration, Act of 1961" y el reglamento aprobable, al efecto para reamortizar la deuda hipotecaria.

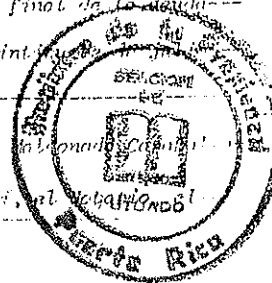


Home Administration Act of 1961", según enmendada, ha convenido en reamortizar y modificar la forma de pago de las plazos consignados en el pagaré y en la hipoteca en la siguiente forma: ---El importe de este pagaré y la hipoteca que lo garantiza, ha sido ampliado y reamortizado al veintinueve de julio de mil novecientos noventa y uno dio un saldo deudor montante a CUARENTA Y SEIS MIL QUINIENTOS OCHENTA Y DOS DOLARES CON CERO NUEVE CENTAVOS(\$46,582.00), de principal, y MIL CUATROCIENTOS VEINTE DOLARES CON ONCE CENTAVOS(\$1,420.11) de intereses capitalizables que devengaran intereses a razón de un cinco por ciento(5%) anual y la suma de MIL TRESCIENTOS TREINTA Y TRES DOLARES CON SESENTA Y CINCO CENTAVOS(\$1,335.95), de intereses no capitalizables, los cuales no devengaran intereses, para un total de CUARENTA Y NUEVE MIL TRESCIENTOS TREINTA Y CINCO DOLARES CON OCHENTA Y CINCO CENTAVOS(\$49,335.85), y por habersela dado un diferimiento parcial de cinco(5) años habrá de ser pagada en la siguiente forma:---

---Trescientos Cuarenta y Dos Dólares(\$342.00) en o antes del primero de enero de mil novecientos noventa y dos. ---Trescientos Cuarenta y Dos Dólares(\$342.00) en o antes del primero de enero de mil novecientos noventa y tres. ---Trescientos Cuarenta y Dos Dólares(\$342.00) en o antes del primero de enero de mil novecientos noventa y cuatro. ---Trescientos Cuarenta y Dos Dólares(\$342.00) en o antes del primero de enero de mil novecientos noventa y cinco. ---Trescientos Cuarenta y Dos Dólares(\$342.00) en o antes del primero de enero de mil novecientos noventa y seis. ---Cuatro Mil Ciento Sesenta y Un Dólares(\$4,161.00) en o antes del primero de enero de mil novecientos noventa y siete. ---Cuatro Mil ciento Sesenta y Un Dólares(\$4,161.00) el primero de enero subsecuente excepto que el plazo final de la deuda aquí evidenciada se hará en o antes del veintinueve de julio del dos mil dieciocho. ---Quinto: El compareciente Don José Luis Maldonado, en el carácter que ostenta, me entrega a mí, el Notario, el



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el pagaré garantizado con la hipoteca, quien me asegura no ha --  
 sido negociado ni gravado en forma alguna por el actual tenedor  
 y poseedor Estados Unidos de América y una vez identificado el  
 mismo por mí, el Notario, cerciorándome que se trata del mismo  
 pagaré, procedo a poner al dorso del mismo la siguiente nota:--

---"El importe de este pagaré y la Hipoteca que lo garantiza,--  
 ha sido ampliado y reamortizado al veintinueve de julio de mil  
 novecientos noventa y uno y dio un saldo deudor montante a-----  
 CUARENTA Y SEIS MIL QUINIENTOS OCHENTA Y DOS DOLARES CON CERO--  
 NUEVE CENTAVOS(\$46,582.09), de principal, y MIL CUATROCIENTOS--  
 VEINTE DOLARES CON ONCE CENTAVOS(\$1,420.11), de intereses capi-  
 talizables que devengaran intereses a razón de un cinco por----  
 ciento(5%) anual y la suma de MIL TRESCIENTOS TREINTA Y TRES---  
 DOLARES CON SESENTA Y CINCO CENTAVOS(\$1,333.65), de intereses--  
 no capitalizables, los cuales no devengaran intereses, para un-  
 total de CUARENTA Y NUEVE MIL TRESCIENTOS TREINTA Y CINCO-----  
 DOLARES CON OCHENTA Y CINCO CENTAVOS(\$49,335.85), y por haberse--  
 le dado un diferimiento parcial de cinco(5) años habrá de ser-  
 pagada en la siguiente forma:-----

---Trescientos Cuarenta y Dos Dólares(\$342.00) en o antes del-  
 primero de enero de mil novecientos noventa y dos.-----

---Trescientos Cuarenta y Dos Dólares(\$342.00) en o antes del-  
 primero de enero de mil novecientos noventa y tres.-----

---Trescientos Cuarenta y Dos Dólares(\$342.00) en o antes del-  
 primero de enero de mil novecientos noventa y cuatro.-----

---Trescientos Cuarenta y Dos Dólares (\$342.00) en o antes del-  
 primero de enero de mil novecientos noventa y cinco.-----

---Trescientos Cuarenta y Dos Dólares(\$342.00) en o antes del-  
 primero de enero de mil novecientos noventa y seis.-----

---Cuatro Mil Ciento Sesenta y Un Dólares(\$4,161.00) en o antes  
 del primero de enero de mil novecientos noventa y siete.-----

---Cuatro Mil Ciento Sesenta y Un Dólares(\$4,161.00) el primero  
 de enero subsiguiente excepto que el plazo final de la deuda---  
 aquí evidenciada se hará en o antes del veintisiete de julio de



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dos mil dieciocho, según consta de la escritura número ochenta (80)-----, de fecha veintinueve de julio de mil novecientos noventa y uno, ante el Notario José A. Saliceti Maldonado, otorgada den Adjuntas, Puerto Rico, (firmada, signada, sellada y rubricada), DOY LE.-----

---Una vez puesta la nota y firmada la misma, lo devuelvo al compareciente Don José Luis Maldonado Cerebello en el carácter que ostenta.-----

---SEXTO: A los fines de dar cumplimiento a las disposiciones del Artículo Ciento Setenta y Nueve de la Ley Hipotecaria, se tasaron los bienes hipotecados en la suma de CUARENTA Y NUEVE MIL TRESCIENTOS TREINTA Y CINCO DOLARES CON OCHENTA Y CINCO CENTAVOS (\$49,335.85), de los cuales VEINTICUATRO MIL SEISCIENTOS SESENTA Y SIETE DOLARES CON NOVENTA Y DOS CENTAVOS (\$24,367.92) corresponden a la finca "A" y VEINTICUATRO MIL SEISCIENTOS SESENTA Y SIETE DOLARES CON NOVENTA Y TRES CENTAVOS (\$24,667.93) corresponden a la finca "B". Que dicha suma responde tanto como para la tasación y la responsabilidad hipotecaria.-----

---Séptimo: Que las partes contratantes en esta instrumentación convienen así mismo, que este convenio de revalorización no constituye una novación extintiva de la obligación(deuda) existente a la cual ya se ha hecho mención, por no haber ni existir incompatibilidad entre dicha obligación(deuda) existente y la modificación de la misma bajo los términos y condiciones aquí consignados; por lo que se ruega al honorable Registrador de la Propiedad, que así se haga constar en la inscripción de este documento.-----

#### -----ACEPTACION Y ADVERTENCIAS-----

---Los comparecientes aceptan esta escritura en la forma en que está redactada por ser conforme a sus deseos, Y YO el Notario, he hecho a las partes las advertencias de ley pertinentes a este acto.-----

---ASI lo dicen y otorgan los comparecientes y yo el Notario, Y LEIDA esta escritura en su integridad por las comparecientes en su contenido se ratifican y firman la presente escritura.-----



*(Handwritten signature)*



estampando además sus iniciales al margen de cada folio de la misma.

---DE TODO LO CUAL, así como de haber observado los requisitos de ley pertinentes a este acto, Yo, el Notario, luego de firmar, signar, sellar y rubricar, DOY FE.

FIRMADOS: JOSE LUIS MALDONADO CARABALLO, JOSE ALBERTO MALDONADO MATTIAS, ANA ROSA VELAZQUEZ CRESPO  
AL MARGEN SUS INICIALES

(FIRMADO, SIGNADO, SELLADO Y RUBRICADO) JOSE A. SALICETI MALDONADO

Yo, el notario, certifico que la presente es copia fiel y exacta de la escritura número 80 que obra en mi protocolo de Instrumentos Públicos para el corriente año, al cual me remito. Que en dicho original han sido adheridos y debidamente cancelados los correspondientes sellos de Hojas Internas y el del Impuesto Notarial con el del notario.

Al margen de cada folio de esta escritura aparecen las iniciales de los otorgantes y en la última página de la misma aparecen las firmas de los otorgantes y la del notario.

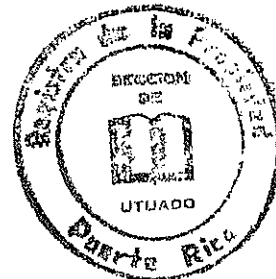
EN FE DE ELLO y a petición de Estados Unidos de América expido la presente que es

copia certificada, extendida en 7 hojas de papel legal, escritas por una sola cara, signada, sellada, firmada y rubricada por mí, dejando anotada su SACA en su original hoy día 29 de Julio del 19 91 CERTIFICO.

NOTARIO PUBLICO



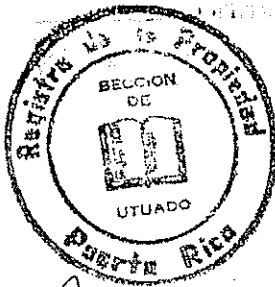
CANCELADO





Inste este documento  
 donde indicen las  
 notas marginales  
 de cada uno de los  
 fincas. Carga afectada  
 a hipoteca por \$7000.00  
 y \$40000.00 a favor de  
 la C.A. reanunciada por  
 este documento de \$40000.00. Otorgado a  
 5 de Agosto 1991  
 Eberto

Don M. de la Cruz  
 Registrador Dltto



10/25/91 [Signature]

CC

MAJ



FmHA Form 1940-17 (S)  
(Rev. 11-1-78)

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION  
PROMISSORY NOTE

TYPE OF LOAN

Type: EMERGENCY - DESIGNATION # M-597

In accordance with:

- ☒ Consolidated Farm and Rural Development Act  
Emergency Agricultural Credit Adjustment Act of 1978

Name: JOSE A. MALDONADO MATIAS

State: PUERTO RICO

Office: ADJUNTAS

Case Number: 63-35-

Date: FEBRUARY 11, 1980

ACTION REQUIRING NOTE:

- |  |                   |
|--|-------------------|
| <input checked="" type="checkbox"/> Initial Loan | New Payment Plan  |
| Subsequent Loan                                  | Reamortization    |
| Consolidation and Subsequent Loan                | Sale on Credit    |
| Consolidation                                    | Deferred Payments |

FOR VALUE RECEIVED, the undersigned Borrower(s) and any other co-borrower, jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (herein called the "Government"), or its representative, at its offices in ADJUNTAS, PUERTO RICO, or at another location designated in writing by the Government, the principal sum of SEVEN THOUSAND DOLLARS (\$7,000.00), plus interest on the unpaid principal of FIVE PERCENT (5.0000%) PER ANNUM. If this note is for a Limited Resources Loan (indicated in the box above, under the heading "Type of Loan"), the Government may CHANGE THE INTEREST RATE, in accordance with the Farmers Home Administration regulations, not more frequently than a calendar trimester basis, and shall notify Borrower at his most current address by mail, with thirty (30) days' notice. The new interest rate shall not exceed the highest interest rate established by the Farmers Home Administration regulations for the type of loan indicated above.

Principal and interests shall be paid in 41 installments, as indicated below, unless modified by a different interest rate, on or before the following dates:

\$ 311.00.....on January 1, 1981

and \$408.00 each January first subsequently thereafter until the principal and interests are completely paid, except for the final payment of the debt evidenced herein, which, if not sooner paid, shall be due and payable 40 years from the date of this note, with the exception that prepayments may be made as provided for below. The consideration hereof shall support any agreement modifying the schedule of payments.

If the total amount of the loan is not forwarded by the due date, the loan will be forwarded to Borrower, pursuant to request by Borrower and approval by the Government. Approval by the Government shall be granted only when the loan is requested for purposes authorized by the Government. Interests will accrue on the amount of each loan starting on the date these become effective as shown in the Payment Log at the end of this note. Borrower authorizes the Government to note the amount(s) and date(s) of any prepayment(s) in the Payment Log.

For any note that is reamortized, consolidated or with a new payment plan, interests accumulated as of the date of this instrument will be added to the principal and the new principal will accrue interests at the rate evidenced herein.

Every payment made on any indebtedness evidenced by this note shall be applied first to interests computed as of the effective payment date and then to the principal.

Payments in advance of scheduled installments, or any portion thereof, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in regulations (7 C.F.R. 1861.2) of the Farmers Home Administration, according to the source of the funds involved, shall, after payment of interest, be applied to the last installments to come due under this promissory note, and shall not affect Borrower's duty to pay the remaining installments as scheduled herein. If at any time the Government should assign this promissory note and insure payment of the same, the Borrower shall continue making payments to the Government as collecting agent of the holder.

If this note is held by an insured lender, advance payments made by Borrower may, at the Government's option, be transferred promptly by the Government to the holder, except the final payment, or such payments shall be retained by the Government and transferred to the holder either on an annual installment due date basis. The effective date of any advance payment retained and transferred by the Government to the holder on an annual installment due date basis shall be the date of Borrower's advance payment, and the Government shall pay the interest to which the holder is entitled, accruing between the effective date of any such advance payment and the date of the Treasury check paid to the holder.

Any amount forwarded or invested by the Government in order to collect on this promissory note or to preserve or protect the security of the loan or paid in any way under the terms of any security agreement or other instrument executed in relation to the loan evidenced herein, shall, at the option of the Government, become part of the loan and shall accrue interest at the same rate as the principal of the debt evidenced herein and

shall be immediately due and payable by the Borrower to the Government without the need of requirements.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced herein shall not be voluntarily leased, surrendered, sold, transferred, or encumbered, without the previous written consent of the Government. Unless the Government gives written consent to the contrary, Borrower will personally manage said property as a farm if this is a Farm Owner (FO) loan.

If "Consolidation and Subsequent Loan", "Consolidation", "Reamortization" or "New Payment Plan" is marked in the upper box of the first page titled "Action Requiring Note", this promissory note is executed to consolidate, reamortize or as evidence of a new payment plan, but not to satisfy the principal and interests of the following promissory note(s) or assumption agreement(s) (new terms):

AMOUNT OF NOTE: \$

INTERESTS: %

DATE:

ORIGINAL BORROWER:

LAST INSTALLMENT DUE:

The security documents taken in relation to the loans evidenced by the described promissory notes or other stated obligations are not affected by the execution of this consolidation, reamortization or new payment plan. These security instruments shall remain in effect and the security offered for the loans evidenced by the described promissory notes shall continue to guarantee the loan evidenced by this promissory note and by any other stated obligations.

**REFINANCING AGREEMENT:** If at any time the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or other private credit source at reasonable rates and terms for loans for similar purposes and time periods, Borrower shall, at the Government's request, apply for and accept a loan of a sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary shares.

**DEFAULT:** Failure to pay any debt described herein when due, or failure to comply with any condition or agreement of this document, shall constitute default under any other instrument evidencing a debt insured or guaranteed by the Government, or in any other way related to such debt, that the Borrower may have; and default under any other instrument shall constitute default under the terms of this document. UPON ANY SUCH DEFAULT, the Government, at its discretion, may declare all or part of such debt due and payable immediately.

This note is given as evidence of a loan to Borrower made or insured by the Government, pursuant to the Consolidated Farm and Rural Development Act or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan indicated in the box

'TYPE OF LOAN" above. This note is subject to the present regulations of Farmers Home Administration and to its future regulations not inconsistent with the stipulations expressed herein.

Presentation, protest, and notice are hereby expressly waived.

[Signature]

JOSE A. MALDONADO MATIAS (BORROWER)

[Signature]

ANA ROSA VELAZQUEZ (BORROWER)

Bo. Yahuecas, box 628  
Adjuntas, Puerto Rico 00601

\*SEE NOTE ON BACK OF THIS PROMISSORY NOTE

#### PAYMENT LOG

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$7,000.00	02-11-80	\$		\$	

TOTAL: \$7,000.00

#### ADDENDUM TO PROMISSORY NOTE:

"The amount of this promissory note and the mortgage securing it has been increased and reamortized on July twenty-nine, nineteen ninety-one, having an unpaid balance of SIX THOUSAND FOUR HUNDRED AND FORTY-FOUR DOLLARS AND FORTY-EIGHT CENTS (\$6,444.48) of principal, TWO HUNDRED AND FORTY-FOUR DOLLARS AND FIFTY-THREE CENTS (\$244.53) of capitalized interests, which shall accrue interest at the rate of FOUR AND ONE HALF PERCENT (4.5%), plus ONE HUNDRED AND EIGHTY-FOUR DOLLARS AND FIFTY-FOUR CENTS (\$184.54) of non-capitalized interests, for a total of SIX THOUSAND EIGHT HUNDRED AND SEVENTY-THREE DOLLARS AND FIFTY-TWO CENTS (\$6,873.52), and has it been granted a five (5) year deferment, it shall be paid as follows:

ZERO DOLLARS (\$0.00) on or before January first, nineteen ninety-two; ZERO DOLLARS (\$0.00) on or before January first, nineteen ninety-three; ZERO DOLLARS (\$0.00) on or before January first, nineteen ninety-four; EIGH ZERO DOLLARS (\$0.00) on or before January first, nineteen ninety-five; ZERO DOLLARS (\$0.00) on or before January first, nineteen ninety-six; FIVE HUNDRED AND FORTY-EIGHT DOLLARS (\$548.00) on or before January first, nineteen ninety-seven; FIVE HUNDRED AND FORTY-EIGHT DOLLARS (\$548.00) on or before the following first of January, except for the final payment of the debt evidenced herein, which shall be made on or before July 29, 2019, pursuant to deed number seventy-nine dated July 29, 1991, before the Notary José A. Saliceti Maldonado. I BEAR WITNESS."

In Adjuntas, Puerto Rico, on July 29, 1991.  
(SIGNED, STAMPED, SEALED AND ENDORSED).  
[Signature]  
NOTARY PUBLIC  
[Seal]

ADDENDUM REGARDING DEFERRED INTERESTS:

Addendum to the promissory note dated February eleven, nineteen eighty, in the original amount of SEVEN THOUSAND DOLLARS (\$7,000.00) at five percent per annum (5.00%). This agreement amends and is attached to the aforementioned promissory note. The amount of SEVENTY-FIVE DOLLARS (\$75.00) of each regular payment made on the note shall be applied to the interest accumulated during the deferment period. The remainder of such regular payments shall be applied in accordance with Section 7-CFR, Part 1951, paragraph A.

I (we) agree to sign a supplementary payment agreement and to make additional payments if we have a significant increase in our income and ability to pay during the deferment period.

July 29, 1991  
Date  
[Signature]  
BORROWER  
[Signature]  
SPOUSE

**CERTIFICATE**

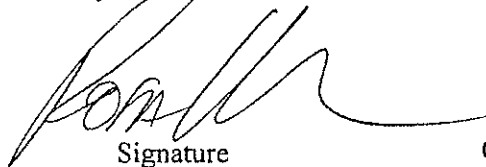
I hereby certify that the attached Promissory Note is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced, competent and certified to translate from Spanish into English.

DATED this 17<sup>th</sup> day of January of 2005.



Nicole Harris

WITNESS my hand and official seal hereto affixed this  
this 17<sup>th</sup> day of January of 2005.

  
Signature

Notary Public  
State of Washington  
Rosa Walker  
Commission Expires 02-01-06

Print Name: Rosa Walker  
Notary Public in and for the State of Washington  
My appointment expires: 02/01/06



Forma FmHA 1940-17 (S)  
(Rev. 11-1-78)

DEPARTAMENTO DE AGRICULTURA DE ESTADOS UNIDOS  
ADMINISTRACION DE HOGARES DE AGRICULTORES

PAGARE

Nombre <b>JOSE A. MALDONADO MATIAS</b>		CLASE DE PRESTAMO Tipo: <b>EMERGENCIA -DESIG. # M -597</b>	
Estado <b>PUERTO RICO</b>	Oficina <b>ADJUNTAS</b>	De acuerdo a: <input checked="" type="checkbox"/> Consolidated Farm & Rural Development Act <input type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978	
Caso Núm. <b>63-35-</b>	Fecha <b>11 DE FEBRERO DE 1980</b>	ACCION QUE REQUIERE PAGARE: <input checked="" type="checkbox"/> Préstamo Inicial <input type="checkbox"/> Préstamo Subsiguiente <input type="checkbox"/> Consolidación y préstamo subsiguiente <input type="checkbox"/> Consolidación <input type="checkbox"/> Nuevo Plan de Pago <input type="checkbox"/> Reamortización <input type="checkbox"/> Venta a Crédito <input type="checkbox"/> Pagos Diferidos	

POR VALOR RECIBIDO, el Prestatario(s) suscribiente y cualquier otro co-deudor mancomunada y solidariamente pagaremos a la orden de Estados Unidos de América, actuando por conducto de la Administración de Hogares de Agricultores del Departamento de Agricultura de los Estados Unidos (denominado en adelante el "Gobierno") o su

cesionario en su oficina en ADJUNTAS, PUERTO RICO

o en otro sitio designado por el Gobierno por escrito, la suma principal de SIETE MIL CON

00/100 dólares (\$ 7,000.00) más intereses sobre el principal adeudado al

CINCO POR CIENTO (5.0000 %) anual. Si este pagaré

es para un préstamo de Recursos Limitados (indicado en el encasillado superior "Clase de Préstamo"), el Gobierno puede CAMBIAR EL PORCIENTO DE INTERES, de acuerdo con los reglamentos de la Administración de Hogares de Agricultores, no más frecuente que trimestralmente, notificando por correo al Prestatario con treinta (30) días de anticipación a su última dirección. El nuevo tipo de interés no deberá exceder el porciento de interés más alto establecido en los reglamentos de la Administración de Hogares de Agricultores para el tipo de préstamo arriba indicado.

Principal e intereses serán pagados en 41 plazos, según indicado abajo, excepto si es modificado por un tipo de interés diferente, en o antes de las siguientes fechas:

\$ <u>311.00</u>	en enero 1, 19 <u>81</u>	\$ <u>N/A</u>	en enero 1, 19 ;
\$ <u>N/A</u>	en enero 1, 19 ;	\$ <u>N/A</u>	en enero 1, 19 ;
\$ <u>N/A</u>	en enero 1, 19 ;	\$ <u>N/A</u>	en enero 1, 19 ;
\$ <u>N/A</u>	en enero 1, 19 ;	\$ <u>N/A</u>	en enero 1, 19 ;
\$ <u>N/A</u>	en enero 1, 19 ;	\$ <u>N/A</u>	en enero 1, 19 ;
y \$ <u>408.00</u>	subsiguientemente en enero 1 de cada año hasta que el principal		

e intereses sean completamente pagados excepto que el plazo final de la deuda aquí evidenciada, de no ser pagada anteriormente, vencerá y será pagadero en 40 años de la fecha de este pagaré y excepto que se podrán hacer pagos adelantados según se provee más abajo. La consideración aquí envuelta respaldará cualquier convenio modificando el plan de pagos.

Si la cantidad total del préstamo no es adelantada a la fecha del cierre, el préstamo será adelantado al Prestatario según solicitado por el Prestatario y aprobado por el Gobierno. La aprobación del Gobierno será dada siempre y cuando el adelanto es solicitado para un propósito autorizado por el Gobierno. Se acumularán intereses por la cantidad de cada adelanto desde su fecha actual como se demuestra en el Registro de Adelantos en el final de este pagaré. El Prestatario autoriza al Gobierno a anotar la(s) cantidad(es) y fecha(s) de tal(es) adelanto(s) en el Registro de Adelantos.

En cada pagaré reamortizado o consolidado, o con un nuevo plan de pago, los intereses acumulados a la fecha de este instrumento deberán ser sumados al principal y ese nuevo principal acumulará intereses a razón del porciento evidenciado por este instrumento.

Todo pago hecho en cualquier deuda representada por este pagaré será primero aplicado a intereses computados a la fecha efectiva del pago y después al principal.



Este Pagaré se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierno de conformidad con la Consolidated Farm and Rural Development Act o el Emergency Agricultural Credit Adjustment Act of 1978 y para el tipo de préstamo según indicado en el encasillado "CLASE DE PRESTAMO" más arriba. Este Pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultores y a sus futuros reglamentos no inconsistentes con las estipulaciones aquí consignadas.

Presentación, protesto y aviso son por la presente expresamente renunciados.

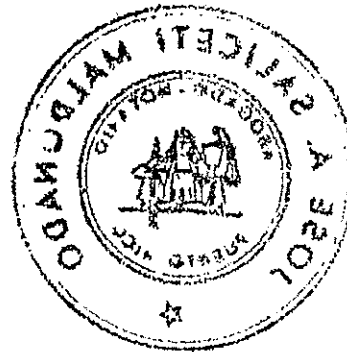
José A. Maldonado Matías  
 José A. Maldonado Matías (Prestatario)

Ana Rosa Velázquez  
 Ana Rosa Velázquez (Prestatario)

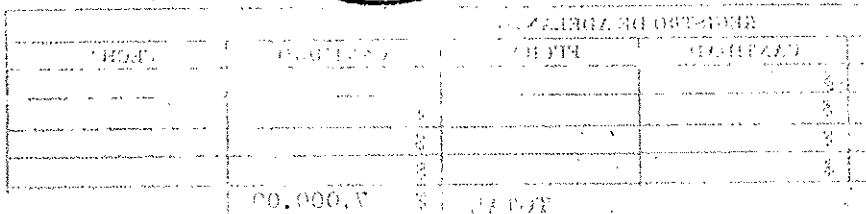
Bo. Yahuecas, Buzón 628

Adjuntas, Puerto Rico 00601

\* VER NOTA AL DORSO DE ESTE PAGARE



REGISTRO DE ADELANTOS					
CANTIDAD	FECHA	CANTIDAD	FECHA	CANTIDAD	FECHA
\$ 7,000.00	02-11-80	\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL				\$ 7,000.00	



ADDENDUM POR INTERESES DIFERIDOS:

Addendum al Pagaré fechado once de febrero de mil novecientos ochenta, por la cantidad original de Siete Mil Dólares (\$7,000.00) de Cinco por ciento (5.00%) de intereses anual. Este acuerdo enmienda y se adhiere al Pagaré arriba indicado. La suma de Setenta y Cinco Dólares (\$75.00) de cada pago regular en el Pagaré será aplicado al interés que se acumule durante el período de diferimiento. El remanente de pago regular será aplicado de acuerdo a la Sec. 7-CFR, Sub parte A de la parte 1951.

YO (Nosotros) acordamos firmar un acuerdo de pago suplementarios y hacer pagos adicionales si durante el período de diferimiento tenemos un aumento substancias en ingresos y habilidad de pago.

29 de julio de 1991

FECHA

José A. Maldonado

PRESTATARIO

Rosa R. Velázquez

ESPOSA



Filed as entry: 166  
Log: 177  
Time: 2:30  
Date: Feb. 14, 1980  
Property Records of Utuado

LEGAL FIRM AND NOTARY OFFICES  
SERAFIN ROSADO SANTIAGO  
AND  
JAIME L. PEREZ  
ATTORNEYS - NOTARIES  
CALLE SANTA ANA #7,  
ADJUNTAS, PUERTO RICO  
TEL. 829-4130 / 829-4970

NUMBER: 49

VOLUNTARY MORTGAGE DEED

EXECUTED BY

MR. JOSE A. MALDONADO MATIAS AND MRS. ANA ROSA VELAZQUEZ

TO: THE UNITED STATES OF AMERICA

IN ADJUNTAS, P.R., ON FEBRUARY 11, 1980

FmHa Form 427-1 PR  
10/77

NUMBER FOURTEEN

VOLUNTARY MORTGAGE

In Adjuntas Puerto Rico, on February eleven, nineteen eighty.

IN MY PRESENCE

SERAFIN ROSADO SANTIAGO, Attorney and Notary Public of this island, with residence in Ponce, Puerto Rico and offices in the city of Adjuntas, Puerto Rico.

THERE NOW APPEAR:

The persons named in paragraph TWELFTH of this mortgage, hereinafter called "mortgagor," and whose personal circumstances appear in said paragraph.

I attest to personal acquaintance of the parties, as well as to their age, marital status, profession, and residence.

They attest to full exercise of their civil rights and the free administration of their property, and they have, in my judgment, the necessary legal capacity to execute this document and as such, freely and voluntarily,

THEY DECLARE:

FIRST: That the mortgagor is the owner of the farm or farms described in paragraph ELEVENTH, and of all rights and interests in the same, referred to hereinafter as "the property."

SECOND: That the property mortgaged herein is subject to the liens specified in paragraph ELEVENTH herein.

THIRD: That the mortgagor is indebted to the United States of America, acting through the Farmers Home Administration, referred to hereinafter as "mortgagee," in connection with a loan or loans represented by one or more promissory notes or assumption agreements, referred to hereinafter as "the note," whether one or more. The Government requires additional monthly payments to be made of one twelfth of the taxes, insurance premiums, and other charges on the mortgaged property.

FOURTH: It is understood that:

(One) The note represents a loan or loans to mortgagor in the principal amount specified

herein, granted with the purpose and intention that the mortgagee may at any time surrender the note and insure the payment thereof pursuant to the Act of 1961, consolidating the Farmers Home Administration, or Title Five of The Housing Act of 1949, as amended.

(Two) When payment of the note is guaranteed by the mortgagee, it may be transferred from time to time, and each holder of said note will in turn be considered the insured lender.

(Three) When payment of the note is insured by the mortgagee, the mortgagee will execute and deliver to the insured lender, along with the note, an insurance endorsement fully guaranteeing payment of the principal and interest on said note.

(Four) Whenever payment of the note is insured by the mortgagee, the mortgagee, by agreement with the insured lender, shall determine on the insurance endorsement the portion of the note's interest to be designated as "annual charges."

(Five) As a condition of the insurance of the note's payment, the holder will surrender all rights and remedies against the mortgagor and any others in connection with said loan, as well as any benefit of this mortgage, and will accept in its place the insurance benefits, and in the event that the mortgagor violates any agreement or stipulation contained herein, or in the note, or in any other supplementary agreement, the mortgagee may require the note to be endorsed to himself.

(Six) It is the purpose and intent of this mortgage that, among other things, whenever the note is held by the mortgagee, or in the event the mortgagee should transfer this mortgage without insuring the note, this mortgage shall guarantee payment of the note; but when the note is held by an insured lender, this mortgage shall not guarantee payment of the note, nor shall it form any part of the debt represented thereby, but the note and said debt shall constitute an indemnity mortgage to insure the mortgagee against any loss under its insurance endorsement by reason of any default by the mortgagor.

FIFTH: That, in consideration of said loan and (a) whenever the note is held by the mortgagee, or in the event that the mortgagee should transfer this mortgage without insuring the note's payment, in guarantee of the amount of the note as specified in subparagraph (one) of paragraph NINTH, with interest at the rate stipulated, and to insure prompt payment of said note, and any renewals or extensions thereof, and any agreements contained therein, (b) whenever the note is held by an insured lender guaranteeing the amounts specified in subparagraph (two) of paragraph NINTH, in order to guarantee compliance with the mortgagor's agreement to indemnify and hold harmless the mortgagee against losses under its insurance endorsement by reason of any default by the mortgagor, and (c) in any event and at all times whatsoever, to guarantee the additional amounts specified in subparagraph (three) of paragraph NINTH, and to insure mortgagor's compliance with each and every agreement and stipulation herein, or in any supplementary agreement, mortgagor hereby grants to mortgagee a voluntary mortgage on the property described in paragraph ELEVENTH, together with all rights, interests,

easements, inheritances, and appurtenances thereto belonging; all income, credits, profits, revenues; all improvements or personal property thereto attaching, at present or in the future, or which are reasonably necessary for the use thereof; all water, water rights, or shares in said rights; pertaining to the farms, and all payments at any time owing to mortgagor by virtue of the sale, lease, transfer, conveyance, or total or partial expropriation of, or injury to, any part thereof, or to their interests, it being understood that this mortgage will continue in full force and effect until all amounts specified in paragraph NINTH, with interest before and after maturity, until they have been paid in full. In case of foreclosure, the property will be responsible for the payment of the principal, interest thereon before and after maturity, losses sustained by mortgagee as insurer of the note, taxes, insurance premiums, or any other disbursements or advances by mortgagee, to be paid by mortgagor with interest until all costs and expenses, including fees of mortgagee's attorneys, are paid to mortgagee, along with all extensions and renewals of said obligations, with interest, and all other charges and additional amounts specified in paragraph NINTH.

SIXTH: Mortgagor explicitly agrees to the following:

(One) To pay promptly to the mortgagee any debt herein guaranteed and to indemnify and hold mortgagee harmless against any loss under its insurance for payment of the note by reason of any default by mortgagor. Whenever the note is held by an insured lender, mortgagor shall continue making payments on the note to mortgagee, as collection agent for the holder.

(Two) To pay the mortgagee an initial fee for inspection and appraisal and any delinquency charges, now or hereafter required by Farmers Home Administration regulations.

(Three) Whenever the note is held by an insured lender, any amount due and unpaid under the terms of the note, less the amount of the annual charge, may be paid by mortgagee to the holder of the note under the terms of the note and of the insurance endorsement referred to in the above paragraph FOURTH, the responsibility of the mortgagor.

Any amount due and unpaid under the terms of the note, whether it is held by mortgagee or by an insured lender, may be credited to the note by mortgagee, and shall thus constitute an advance by mortgagee, the responsibility of mortgagor.

Any advance by mortgagee as described in this subparagraph shall bear interest at the annual rate of FIVE PERCENT (5 %), from the date on which payment was due until the date on which mortgagor pays the debt.

(Four) Whether or not the note is insured by mortgagee, any and all amount advanced by mortgagee for insurance premiums, repairs, liens, or other claims for the protection of the mortgaged property, or for taxes or assessments or other similar charges due to mortgagor's failure to pay said charges, shall bear interest at the rate stated in the



preceding subparagraph, from the date of the advance until mortgagor pays said advance.

(Five) All advances made by mortgagee as described in this mortgage, with interest, shall be immediately due and payable by mortgagor to mortgagee without need for advance notification in the place designated in the note, and shall be guaranteed by this mortgage. No advance by mortgagee shall relieve mortgagor from breach of his covenant to pay. Such advances, with interest, shall be repaid from the first payments received from mortgagor. In the absence of such advances, all payments verified by mortgagor may be applied to the note or to any other mortgagee debt guaranteed herein, in the order determined by mortgagee.

(Six) To use the amount of the loan indicated in the note solely for purposes authorized by mortgagee.

(Seven) To pay when due all taxes, special assessments, liens, and charges encumbering the property or the rights or interests of mortgagor under the terms of this mortgage.

(Eight) To obtain and maintain insurance against fire and other hazards as required by mortgagee on all existing buildings and property improvements, as well as on all future improvements. The insurance against fire and other hazards will be in the form, in the amount, and on the terms and conditions approved by mortgagee.

(Nine) To keep the property in good condition and to promptly make all necessary repairs in order to preserve the property; he will refrain from any activity, or from allowing any activity, which would result in the deterioration of the property; he will not remove nor demolish any building or improvement on the property; nor will he cut or remove wood from the farm, nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other minerals, without mortgagee's consent, and will promptly carry out the repairs on the property that mortgagee may request from time to time. Mortgagor shall comply with soil conservation practices and farm and home management plans that mortgagee may prescribe from time to time.

(Ten) If this mortgage is granted for a loan to a farm owner as identified in Farmers Home Administration regulations, the mortgagor shall personally manage the property, on his own or through family labor, as a farm and for no other purpose, and shall not lease the farm, nor any part of it, unless mortgagee gives written consent to another method of operation or lease.

(Eleven) To submit information regarding income and expenses and any other information related to the management of the property, in the form and manner the mortgagee may require, and to comply with all laws, ordinances, and regulations affecting the property or its use.

(Twelve) Mortgagee, along with his agents and attorneys, shall at all times have the right to inspect and examine the property for the purpose of ascertaining whether security is deteriorating or being compromised, and if such inspection or examination shall disclose,

in mortgagee's judgment, that security is in fact deteriorating or being compromised, this shall constitute a breach by mortgagor of this mortgage agreement.

(Thirteen) If any other person interferes with or contests mortgagor's rights of possession of the property, mortgagor shall immediately notify mortgagee of such action, and mortgagee may decide to institute the measures necessary to defend his interests, and any costs or expenditures incurred by mortgagee due to said measures will be added to mortgagor's debt, and will be guaranteed by this mortgage as additional credits under the clause regarding advances, expenditures and other payments.

(Fourteen) If at any time while this mortgage remains in effect, mortgagor shall abandon the property or voluntarily return it to mortgagee, mortgagee is hereby authorized and empowered to take possession of the property, to lease and administer it, and to collect the rents, benefits, and income from them, and to apply them first to the costs of collection and administration, and secondly to the payment of the debt described by the note or any other debt to mortgagee herein guaranteed, in the order and manner to be determined by mortgagee.

(Fifteen) At any time that mortgagee determines that mortgagor may be able to obtain a loan from a production credit association, from a Federal Bank or other responsible source, whether cooperative or private, with a rate of interest and terms that are reasonable for loans of similar duration and purposes, then mortgagor, at mortgagee's request, will apply for and accept such a loan in a sufficient amount to pay the note and any other debt guaranteed herein, and to pay for the necessary shares in the cooperative agency with respect to such a loan.

(Sixteen) In the event of default in the discharge of any obligation guaranteed by this mortgage, or if mortgagor, or any other person included herein as a mortgagor, defaults in the payment of any amount, or violates or fails to comply with any clause, condition, stipulation, covenant, or agreement contained herein, or in any supplementary agreement, or if mortgagor dies or is declared incompetent, bankrupt, or insolvent, or makes a transfer for the benefit of creditors, or if the property or any part thereof or interest therein is sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise, without mortgagee's written consent, then mortgagee is irrevocably authorized and empowered, at his discretion and without notice: (One) to declare all debt left unpaid under the terms of this note, or any other debt to mortgagee guaranteed herein, immediately due and payable, and to proceed to foreclosure in accordance with the law and the provisions thereof; (Two) to incur and pay reasonable expenses for the repair and maintenance of the property and any expenses or obligations that mortgagor failed to pay as agreed in this mortgage, including taxes, assessments, insurance premiums, and any other expenses or costs for the protection and preservation of the property and of this mortgage, or for violation of any provision of this mortgage; and (Three) to request the protection of the law.

(Seventeen) Mortgagor shall pay, or shall reimburse mortgagee for all necessary expenses for the fulfillment of the covenants and agreements of this mortgage, and of the note and

of any supplementary agreement, including the costs of surveying, title search, court costs, deed recording, and attorneys' fees.

(Eighteen) Without in any way affecting mortgagee's right to require and enforce at any subsequent date the covenants, agreements, or obligations herein set forth, or other similar agreements, and without affecting the liability of any person for payment of the note or any other debt herein guaranteed, and without affecting the lien created upon the property or the priority of said lien, mortgagee is hereby authorized and empowered at any time: (one) to waive the performance of any agreement or obligation contained herein, or in the note, or in any supplementary agreement; (two) to negotiate with mortgagor or to grant to mortgagor any indulgence or forbearance or extension of the time for payment of the note (with the consent of the note's holder when it is held by an insured lender), or for payment of any debt to the mortgagee herein guaranteed; or (three) to execute and deliver partial releases of any part of the mortgaged property described herein, or to grant deferment or postponement of this mortgage to any other lien on the property.

(Nineteen) All rights, title, and interest in or on this mortgage, including but not limited to the power to grant consent, partial releases, subordination, and revocation, shall be vested solely and exclusively in the mortgagee, and no insured lender shall have any right, title, or interest in or on this mortgage and any benefits herein contained.

(Twenty) Default on this mortgage shall constitute default on any other mortgage, loan, or real estate mortgage held or insured by mortgagee, and executed or assumed by mortgagor; and default on any such instrument shall constitute default on this mortgage.

(Twenty-One) All notices to be given under the terms of this mortgage shall be sent by certified mail unless otherwise required by law, and shall be addressed until some other address is designated in a notice provided to that effect, in the case of mortgagee, to Farmers Home Administration, United States Department of Agriculture, San Juan, Puerto Rico; and in the case of mortgagor, to him at his residence address as stated below.

(Twenty-Two) Mortgagor hereby grants to mortgagee the amount of any judgment obtained through forced expropriation for public use of the property or any part thereof, as well as the amount of any judgment for damages to the property. Mortgagee will apply the amount so received to pay costs incurred in collection, and the balance will apply to payment of the note, and any indebtedness to mortgagee guaranteed by this mortgage, and if any amount then remains, will pay such amount to mortgagor.

SEVENTH: That for the purpose of the first sale to be held in case of foreclosure of this mortgage, in accordance with mortgage law, as amended, mortgagor does hereby appraise the mortgaged properties in the amount of SEVEN THOUSAND DOLLARS (\$7,000.00).

EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be considered

in default with no need for prior notification by mortgagee. This mortgage is subject to the regulations of the Farmers Home Administration now in effect, and to future regulations, not inconsistent with the provisions of this mortgage, as well as to the laws of the United States Congress authorizing and insuring the aforementioned loan.

NINTH: The amounts guaranteed by this mortgage are as follows:

One. Whenever the note referred to in paragraph THIRD of this mortgage is held by mortgagee, or in the event mortgagee should transfer this mortgage without insuring the note: SEVEN THOUSAND DOLLARS (\$7,000.00), the note's principal, together with interest as stipulated at the annual rate of FIVE PERCENT (5 %).

Two. Whenever the note is held by an insured lender:

(A) SEVEN THOUSAND DOLLARS (\$7,000.00), to compensate mortgagee for advances to the insured lender because of mortgagor's failure to pay the installments as specified in the note, with interest as indicated in paragraph SIXTH, subparagraph three;

(B) TEN THOUSAND FIVE HUNDRED DOLLARS (\$10,500.00), to further compensate mortgagee against any losses suffered under its insurance for payment of the note.

Three. In any event and at any time:

(A) TWO THOUSAND EIGHT HUNDRED DOLLARS (\$2,800.00) for interest upon default;

(B) ONE THOUSAND FOUR HUNDRED DOLLARS (\$1,400.00) for taxes, insurance, and other advances for the preservation and protection of this mortgage, with interest at the rate stipulated in paragraph SIXTH, subparagraph three;

(C) SEVEN HUNDRED DOLLARS (\$700.00) for court costs, expenses, and attorneys' fees in case of foreclosure;

(D) SEVEN HUNDRED DOLLARS (\$700.00) for court costs and expenses incurred by mortgagee in proceedings to defend his interests against any other person interfering with or contesting the mortgagor's right of possession of the property, as provided in paragraph SIXTH, subparagraph thirteen.

TENTH: That the note referred to in paragraph THIRD of this mortgage is described as follows:

"Promissory note granted in case number sixty-three dash thirty-five dash five hundred and eighty-two dash seventy-six dash one hundred and eight, dated February eleven, nineteen eighty, in the amount of SEVEN THOUSAND DOLLARS (\$7,000.00) of principal, plus interest on the unpaid balance at the annual rate of FIVE PERCENT (5%), until the principal is paid entirely according to the terms, installments, conditions, and stipulations contained in the note, and as agreed between the borrower and the Government; except that the final installment of the debt represented herein, if not previously paid, will be due and payable FORTY years from the date of this note.

Said note is granted as evidence of a loan made by the Government to the borrower, pursuant to the law of the US Congress known as "Consolidated Farm and Rural Development Act of 1961," or pursuant to "Title V of the Housing Act of 1949," both as amended, and is subject to present Farmers Home Administration regulations, and to future regulations which are not inconsistent with these laws. To said note, I, the authorizing Notary, BEAR WITNESS.

ELEVENTH: That the property which is the subject of this deed and for which this voluntary mortgage is furnished, is described as follows:

RURAL: Plot of land, number eleven in case *café*\* seven hundred and ninety-seven, located in Barrio Yahuecas in the municipality of Adjuntas, Puerto Rico, consisting of THREE CUERDAS\*\*, equivalent to one hectare, seventeen ares, ninety-one centiares and one thousand eight hundred and sixty-eight hundredths of another. With boundaries to the NORTH, with plot number seven; to the SOUTH, with plot number fifteen; to the EAST, with the heirs of Antonio Bennazar; and to the WEST, with plot number ten. There is a house made of concrete and blocks, built by the Puerto Rico Reconstruction Administration on the described plot.

Recorded on page one hundred and forty, volume two hundred and seventeen of Adjuntas, farm number four thousand nine hundred and thirty-two, sixth recording.

The mortgagors acquired the described property through purchase from Mr. Eugenio Maldonado Sánchez, pursuant to deed number forty-four, executed in Adjuntas, Puerto Rico on September twenty-four, nineteen seventy-four, before the Notary Aura Nélida Pérez.

RURAL: Plot of land located in Barrio Yahuecas in the municipality of Adjuntas, Puerto Rico, with an area of TWENTY-FIVE AND SIXTY-THREE ONE HUNDREDTHS CUERDAS\*\*, equivalent to ten hectares, seven ares, thirty-five centiares and ninety milliares. With boundaries to the NORTH, with the heirs of Rivera and Juan A. Bennazar; to the SOUTH, with properties of Antonio Matías and Gregorio Maldonado; to the EAST, with the heirs of Luis Rivera and José A. Ruiz; and to the WEST, with Juan A. Bennazar, the heirs of Luis Rivera, Reinaldo González, Eugenio Maldonado and Francisco Fernandini.

Recorded on page thirty-one, side two, volume two hundred and nineteen of Adjuntas, farm number eight thousand four hundred and seventy-seven.

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\* *Café* is the Spanish word for coffee; in this context it might be designating the letter "c", as in "c" as in "coffee".

\*\* "*Cuerda*" is an area measurement equivalent to 0.971 acre, 3,930.3956 sq. meters, or 42,291 sq. ft., 1 acre = 1.029.



The mortgagors acquired the described property through purchase from Mr. Juan Alberto Bennazar Vicens and Mrs. Carmen Margarita Corrada, pursuant to deed number thirteen, executed in Adjuntas, Puerto Rico on January fifteen, nineteen seventy-nine, before the Notary Serafin Rosado Santiago.

The mortgagor acquired the described property through purchase from \_\_\_\_\_, pursuant to deed number \_\_\_\_\_, dated \_\_\_\_\_, executed in the city of \_\_\_\_\_, before the Notary \_\_\_\_\_.

Said property are encumbered by a mortgage in favor of the United States of America in the amount of FORTY THOUSAND DOLLARS (\$40,000.00), each.

TWELFTH: The parties appearing in the present deed as Mortgagors are MR. JOSE A. MALDONADO MATIAS AND MRS. ANA ROSA VELAZQUEZ, both of legal age, married to each other property owners and residents of Adjuntas, whose mailing address is: Bo. Yahuecas, Box six hundred and twenty-eight, Adjuntas, Puerto Rico.

THIRTEENTH: The loan amount consigned herein has been or will be used for agricultural purposes and the construction and/or repair and/or improvements of physical facilities on the described property.

FOURTEENTH: The borrower will personally occupy and use any structure that is constructed, improved, or purchased with the proceeds of the loan herein guaranteed, and shall not lease or use said structure for other purposes, unless the Government gives consent in writing. Violation of this clause, as well as violation of any other agreement or clause contained herein, will cause the debt to become due as if the whole term had elapsed, and the Government may declare the loan due and payable, and may proceed to foreclosure of the mortgage.

FIFTEENTH: This mortgage expressly extends to any constructions or buildings currently existing on the aforementioned farm, and to all improvements, constructions, or buildings to be constructed on said farm while the Government's mortgage loan is in effect, as verified by the present owners/debtors or by their trustees or executors.

SIXTEENTH: Mortgagor hereby waives jointly and severally for himself and on behalf of his heirs, trustees, successors, or representatives, in favor of mortgagee (Farmers Home Administration), any present or future Homestead right that he may have on the property described in paragraph eleven, and in the buildings thereon, or which may be constructed in the future; this waiver being permitted in favor of the Farmers Home Administration by Law Number Thirteen (13) of May twenty-eight (28), nineteen sixty-nine (1969) (31. L.P.R.A. 1851).

SEVENTEENTH: The mortgagor and the mortgagee are agreed that any stove, oven, or heater purchased either totally or partially financed with the proceeds of the loan secured herein, are considered and interpreted as part of the property encumbered by this mortgage.

EIGHTEENTH: The proceeds of the loan consigned herein will be used to repair the properties for losses incurred by Hurricane David and the Federico storm.

NINETEENTH: The parties appearing herein also state that, as this is for a loan for agricultural purposes, they have agreed not to distribute the responsibility between the encumbered farms and thus they will all be individually responsible, jointly and severally, for the debt, principal, interests, costs and other credits secured by this deed; all of which is in accordance with Article one hundred and nineteen of the Mortgage Law, as amended by law number seventy-nine of June twenty-five, nineteen sixty-nine.

The parties accept this deed as written as it conforms to their agreement. I, the Notary to everything stated herein, have given them the pertinent legal warnings and, well informed of these, the parties ratify and sign it, placing their initials in the margin of each and every page, after my having read this deed aloud to all of them, in one proceeding, as they waived their right to do so themselves, of which I advised them. I, the Notary, BEAR WITNESS to everything contained in this public instrument.

Clarification is made that the case number is sixty-three dash thirty-five dash seventy-six dash three thousand one hundred and eight and not the number stated on page ten, line twenty-nine. I BEAR WITNESS ONCE AGAIN.

SIGNED: JOSE A. MALDONADO MATIAS AND ANA ROSA VELAZQUEZ

INITIALS IN THE MARGIN.

Signed, sealed, stamped and endorsed. SERAFIN ROSADO SANTIAGO. The applicable Sales Tax and Notary Tax seals have been cancelled. This is a true and exact copy of the original deed filed under the number indicated in the protocol of public instruments of this Notary office in my charge and to which I refer. In witness whereof and for delivery to JOSE A. MALDONADO MATIAS, as one of the parties, I issue this certified copy, which I sign, stamp, seal and endorse on the same day, month and year of its execution.

[Signature]

Attorney - Notary Public

[Seal]

This document is recorded as indicated in the note in the margin of the description of each of the farms. They are encumbered by a mortgage in favor of the United States of America for \$40,000.00 and farm 8477 is encumbered by two easements; one to the Spring Water Authority of P.R. and the other to farm 8306, and also to the mortgage furnished herein.

Utuado, February 15, 1980.

[Signature]

Property Recorder

No fees.

[Seals]

June 02, 1980 [Signature]



**CERTIFICATE**

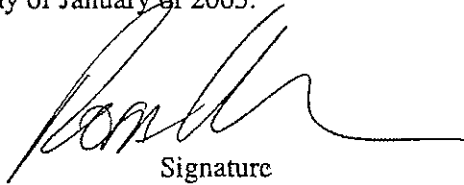
I hereby certify that the attached Voluntary Mortgage is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced, competent and certified to translate from Spanish into English.

DATED this 17<sup>th</sup> day of January of 2005.



Nicole Harris

WITNESS my hand and official seal hereto affixed this  
this 17<sup>th</sup> day of January of 2005.

  
Signature

Notary Public  
State of Washington  
Rosa Walker  
Commission Expires 02-01-06

Print Name: Rosa Walker  
Notary Public in and for the State of Washington  
My appointment expires: 02/01/06

71000-

Presentado al As. 46  
Diario 2133  
Hora 14 feb. 1980  
Fecha 14 feb. 1980  
Registro de Usado

BUFETE Y NOTARIA  
**Lic. Serafin Rosado Santiago**  
&  
**Lic. Jaime L. Pérez**  
ABOGADOS - NOTARIOS  
CALLE SANTA ANA # 7 - TELS. 829-4130 - 829-4970  
ADJUNTAS, PUERTO RICO

NUMERO 49

# ESCRITURA



DE

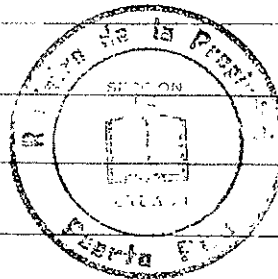
HIPOTECA VOLUNTARIA

OTORGADA POR

DON JOSE A. MALDONADO MATIAS Y

DOÑA ANA ROSA VELAZQUEZ

A FAVOR DE



ADJUNTAS, P. R., A 11 DE febrero DE 19 80

4932  
8477

3-3  
3-071

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-----NUMERO CUARENTA Y NUEVE-----

-----HIPOTECA VOLUNTARIA-----

En Adjuntas, Puerto Rico, a los ~~once~~ ~~veinte~~ ~~ochenta~~,  
días del mes de febrero de ~~1981~~ ~~noventa~~ ~~ochenta~~,-----

----- ANTE MI -----

-----SERAFIN ROSADO SANTIAGO:-----

Abogado y Notario Público de esta Isla con residencia y vecindad en  
Ponce, Puerto Rico-----y oficina en la Ciudad de ----  
Adjuntas, Puerto Rico,-----

-----COMPARECEN -----

Las personas nombradas en el párrafo DUODECIMO de esta hipoteca  
denominados de aquí en adelante el "deudor hipotecario" y cuyas  
circunstancias personales aparecen de dicho párrafo.-----

Doy fe del conocimiento personal de los comparecientes, así como por sus  
dichos de su edad, estado civil, profesión y vecindad. -----

Aseguran hallarse en el pleno goce de sus derechos civiles, la libre  
administración de sus bienes y teniendo a mi juicio la capacidad legal  
necesaria para este otorgamiento, y en tal virtud libre y ----  
voluntariamente;-----

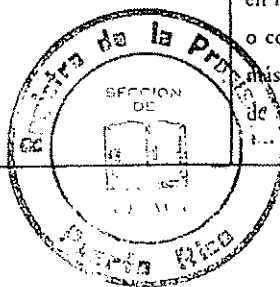
-----EXPONEN -----

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en  
el párrafo UNDECIMO así como de todos los derechos e intereses en las  
mismas, denominada de aquí en adelante "los bienes". -----

SEGUNDO: Que los bienes aquí hipotecados están afectos a los  
gravámenes que se especifican en el párrafo UNDECIMO. -----

TERCERO: Que el deudor hipotecario viene obligado para con Estados  
Unidos de América, actuando por conducto de la Administración de Hogares  
de Agricultores, denominado de aquí en adelante el "acreedor hipotecario",  
en relación con un préstamo o préstamos evidenciado por uno o más pagarés  
o convenio de subrogación, denominado en adelante el "pagaré", sean uno o  
más. Se requiere por el Gobierno que se hagan pagos adicionales mensuales  
de una doceava parte de las contribuciones, avaluos (impuestos), primas de

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seguros y otros cargos que se hayan estimados sobre la propiedad hipotecaria.-----

CUARTO: Se sobreentiende que:-----

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la suma de principal especificada en el mismo, concedido, con el propósito y la intención de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno consolidando la Administración de Hogares de Agricultores o el Título Quinto de la Ley de Hogares de mil novecientos cuarenta y nueve, según ha sido enmendada.-----

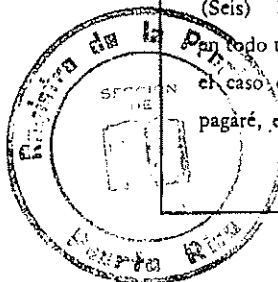
(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el prestamista asegurado.-----

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acreedor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con el pagaré un endoso de seguro garantizando totalmente el pago de principal e intereses de dicho pagaré.-----

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado, determinarán en el endoso de seguro la porción del pago de intereses del pagaré que será designada como "cargo anual".-----

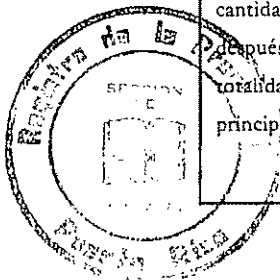
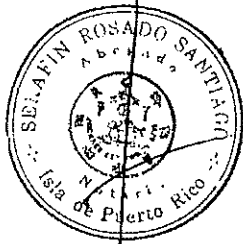
(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tenedor cederá todos sus derechos y remedios contra el deudor hipotecario y cualquiera otro en relación con dicho préstamo así como también a los beneficios de esta hipoteca y aceptará en su lugar los beneficios del seguro, y en caso de violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en cualquier convenio suplementario por parte del deudor hipotecario, a requerimiento del acreedor hipotecario endosará el pagaré al acreedor hipotecario.-----

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca garantizará el pago del pagaré pero cuando el pagaré



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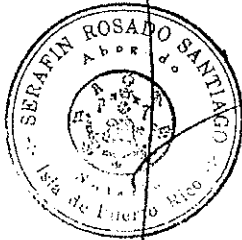
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esté en poder de un prestamista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda, constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incumplimiento por parte del deudor hipotecario. -----

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré sea conservado por el acreedor hipotecario o en el caso de que el acreedor hipotecario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del importe del pagaré según se especifica en el subpárrafo (Uno) del párrafo NOVENO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho pagaré, su renovación o extensión y cualquier convenio contenido en el mismo, (b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garantía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí consignado, para garantizar el cumplimiento del convenio del deudor hipotecario de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el endoso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cualquier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el cumplimiento de todos y cada uno de los convenios y estipulaciones del deudor hipotecario aquí contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre los bienes descritos en la párrafo UNDECIMO más adelante, así como sobre los derechos, intereses, servidumbres, derechos hereditarios, adhesiones pertenecientes a los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e ingreso de los mismos, toda mejora o propiedad personal en el presente o que en el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos, sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre ellas, siendo entendido que este gravámen quedará en toda su fuerza y vigor hasta que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y después del vencimiento hasta que los mismos hayan sido pagados en su totalidad. En caso de ejecución, los bienes responderán del pago del principal, los intereses antes y después de vencimiento, hasta su total

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solvente, pérdida sufrida por el acreedor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cualquier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas, gastos y honorarios de abogado del acreedor hipotecario, toda extensión o renovación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma adicional especificada en el párrafo NOVENO de este documento. -----

SEXTO: El deudor hipotecario expresamente conviene lo siguiente:

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario. En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor hipotecario como agente cobrador del tenedor del mismo. -----

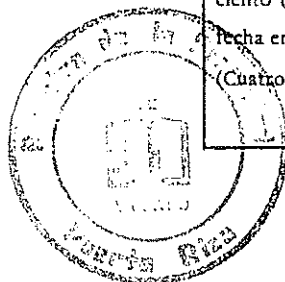
(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación y cualquier cargo por delincuencia requerido en el presente o en el futuro por los reglamentos de la Administración de Hogares de Agricultores.

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegurado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido en el párrafo CUARTO anterior por cuenta del deudor hipotecario. -----

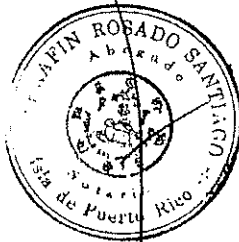
Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto por el acreedor hipotecario por cuenta del deudor hipotecario. -----

Cualquier adelanto por el acreedor hipotecario tal como se describe en este subpárrafo devengará intereses a razón del cinco----- por ciento (-----5 %) anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor hipotecario lo satisfaga. -----

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario,



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cualquier o todo adelanto hecho por el acreedor hipotecario para prima de seguro, reparaciones, gravámenes u otra reclamación en protección de los bienes hipotecados o para contribuciones o impuestos u otro gasto similar por razón de haber el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos hasta que los mismos sean satisfechos por el deudor hipotecario. -----

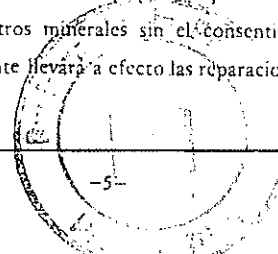
(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipoteca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipotecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto hecho por el acreedor hipotecario no relevará al deudor hipotecario de su violación del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor hipotecario determinare. -----

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para los propósitos autorizados por el acreedor hipotecario. -----

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravámenes y cargas que graven los bienes o los derechos o intereses del deudor hipotecario bajo los términos de esta hipoteca. -----

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requiera el acreedor hipotecario sobre los edificios y las mejoras existentes en los bienes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y otros riesgos serán en la forma y por las cantidades, términos y condiciones que aprobare el acreedor hipotecario. -----

(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las reparaciones necesarias para la conservación de los bienes; no cometerá ni permitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca, ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros minerales sin el consentimiento del acreedor hipotecario y prontamente llevará a efecto las reparaciones en los bienes que





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el acreedor hipotecario requiera de tiempo en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en tiempo pueda prescribir. -----

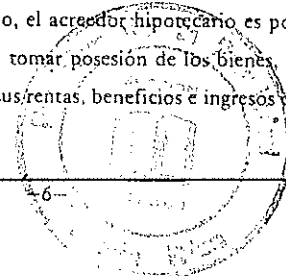
(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se identifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor hipotecario personalmente operará los bienes por sí y por medio de su familia como una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a menos que el acreedor hipotecario consienta por escrito en otro método de operación o al arrendamiento. -----

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la información de sus ingresos y gastos y cualquier otra información relacionada con la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos que afecten los bienes o su uso. -----

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía otorgada está siendo mermada o deteriorada, y si dicho examen o inspección determinare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mermada o deteriorada, tal condición se considerará como una violación por parte del deudor hipotecario de los convenios de esta hipoteca. -----

(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción, podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria para adelantos, gastos y otros pagos. -----

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acreedor hipotecario, el acreedor hipotecario es por la presente autorizado y con poderes para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar sus rentas, beneficios e ingresos de los mismos



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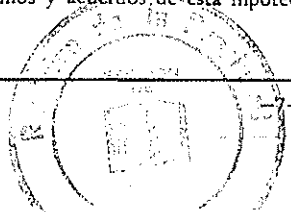
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y aplicarlos en primer término a los gastos de cobro y administración y en segundo término al pago de la deuda evidenciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada, en el orden y manera que el acreedor hipotecario determinare. -----

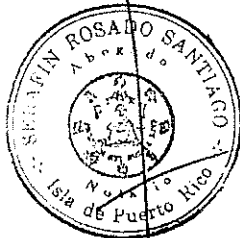
(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor hipotecario puede obtener un préstamo de una asociación de crédito para producción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un tipo de interés y términos razonables para préstamos por tiempo y propósitos similares, el deudor hipotecario, a requerimiento de acreedor hipotecario, solicitará y aceptará dicho préstamo en cantidad suficiente para satisfacer el pagaré y cualquier otra deuda aquí garantizada y pagar por las acciones necesarias en la agencia cooperativa en relación con dicho préstamo. -----

(Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluida como deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliera con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido o en cualquiera convenio suplementario, o falleciere o se declarare o fuere declarado incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acreedores, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) incurrir y pagar los gastos razonables para la reparación o mantenimiento de los bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de seguro y cualquier otro pago o gasto para la protección y conservación de los bienes y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) de solicitar la protección de la ley. -----

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos de esta hipoteca, los del pagaré y en cualquier otro



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convenio suplementario, incluyendo los gastos de mensura, evidencia de título, costas, inscripción y honorarios de abogado.

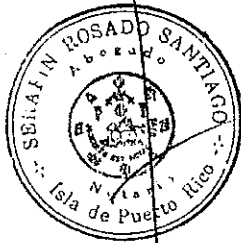
(Dieciocho) Sin afectar en forma alguna los derechos del acreedor hipotecario para requerir y hacer cumplir en cualquier fecha posterior los convenios, acuerdos u obligaciones aquí contenidas o similares u otros convenios y sin afectar la responsabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí garantizada y sin afectar el gravámen impuesto sobre los bienes o la prioridad del gravámen, el acreedor hipotecario es por la presente autorizado y con poder en cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obligación aquí contenida o en el pagaré o en cualquier convenio suplementario; (Dos) negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el consentimiento del tenedor de dicho pagaré cuando esté en manos de un prestamista asegurado) o para el pago de cualquier deuda a favor del acreedor hipotecario, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cualquier parte de los bienes de la hipoteca aquí constituida u otorgar diferimiento o postergación de esta hipoteca a favor de cualquier otro gravámen constituido sobre dichos bienes.

(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca, incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones parciales, subordinación, cancelación total, radica sola y exclusivamente en el acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o interés alguno en o sobre el gravámen y los beneficios aquí contenidos.

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cualesquiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipotecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía constituirá incumplimiento de esta hipoteca.

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será remitido por correo certificado a menos que se disponga lo contrario por ley, y será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto, en el caso del acreedor hipotecario a Administración de Hogares de Agricultores, Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el caso del deudor hipotecario a él a la dirección postal de

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su residencia según se especifica más adelante.

(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario el importe de cualquier sentencia obtenido por expropiación forzosa para uso público de los bienes o parte de ellos así como también el importe de la sentencia por daños causados a los bienes. El acreedor hipotecario aplicará el importe que reciba al pago de los gastos en que incurriere en su cobro y el balance al pago del pagaré y cualquier deuda al acreedor hipotecario garantizada por esta hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso de ejecución de esta hipoteca, de conformidad con la ley hipotecaria, según enmendada, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma de SIETE MIL DOLARES (\$7,000.00).--

OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requerimiento y se considerará en mora sin necesidad de notificación alguna por parte del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Administración de Hogares de Agricultores ahora en vigor y a futuros reglamentos, no inconsistentes con los términos de esta hipoteca, así como también sujeta a las leyes del Congreso de Estados Unidos de América que autorizan la asignación y aseguramiento del préstamo antes mencionado.

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:

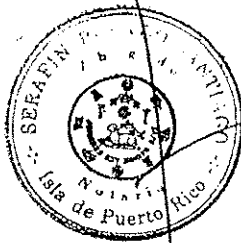
Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor hipotecario cedere esta hipoteca sin asegurar el pagaré: -----

SIETE MIL ----- DOLARES (\$7,000.00 )  
el principal de dicho pagaré, con sus intereses según estipulados a razón del cinco ----- por ciento ( 5 %) anual; -----

Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado: -----

(A) SIETE MIL DOLARES -----  
----- DOLARES (\$7,000.00 )

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para indemnizar al acreedor hipotecario por adelantos al prestamis asegurado por motivo del incumplimiento del deudor hipotecario a pagar los plazos según se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO, Tercero; -----

(B) DIEZ MIL QUINIENTOS-----  
-----DOLARES (\$ 10,500.00

para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda sufrir bajo su seguro de pago del pagaré; -----

Tres. En cualquier caso y en todo tiempo; -----

(A) DOS MIL OCHOCIENTOS-----  
-----DOLARES (\$ 2,800.00

para intereses después de mora; -----

(B) MIL CUAR, digo, MIL CUATROCIENTOS-----  
-----DOLARES (\$ 1,400.00

para contribuciones, seguro y otros adelantos para la conservación protección de esta hipoteca, con intereses al tipo estipulado en el párrafo SEXTO, Tercero; -----

(C) SETECIENTOS-----  
-----DOLARES (\$ 700.00--

para costas, gastos y honorarios de abogado en caso de ejecución; -----

(D) SETECIENTOS -----  
-----DOLARES (\$700.00--

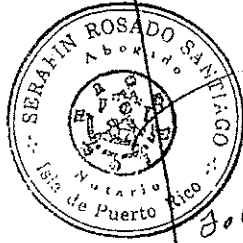
para costas y gastos que incurriere el acreedor hipotecario en procedimiento para defender sus intereses contra cualquier persona que intervenga impugne el derecho de posesión del deudor hipotecario a los bienes según se consigna en el párrafo SEXTO, Trece. -----

DECIMO: Que el (los) pagaré(s) a que se hace referencia en el párrafo TERCERO de esta hipoteca es (son) descrito(s) como sigue: -----

"Pagaré otorgado en el caso número sesenta y tres guión treinta y cinco guión y -----

-----, fechado el día once-----  
----- de febrero----- de mil novecientos ochenta,-----

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MA FmHA 427-1 PR

por la suma de SIETE MIL (\$7,000.00)-----  
----- dólares de principal más intereses sobre el balance del princip:  
adeudado a razón del cinco-----  
----- ( 5%---) por ciento anual, hasta tanto su principal se  
totalmente satisfecho según los términos, plazos, condiciones y estipulaciones  
contenidas en dicho pagaré y según acordados y convenidos entre el  
Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí  
representada, de no haber sido satisfecho con anterioridad, vencerá y ser  
pagadero a los cuarenta----- años de la fecha de este pagaré  
— Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido  
por el Gobierno al Prestatario de conformidad con la Ley del Congreso  
de los Estados Unidos de América denominada "Consolidated Farm and  
Rural Development Act of 1961" o de conformidad con el "Title V of  
the Housing Act of 1949", según han sido enmendadas y está sujeto a los  
presentes reglamentos de la Administración de Hogares de Agricultores  
y a los futuros reglamentos no inconsistentes con dicha Ley. De cuya  
descripción, yo, el Notario Autorizante, DOY FE. -----

UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que  
se constituye Hipoteca Voluntaria, se describe como sigue: -----

---RUSTICA: Predio de terreno número once, del caso  
café setecientos noventa y siete radicado en el barrio  
Yahuecas del término municipal de Adjuntas, Puerto  
Rico, compuesto de TRES CUERDAS, equivalentes a una  
hectárea, diecisiete áreas, noventa y una centiáreas  
mil ochocientos sesenta y ocho centésimas de otra, l  
dante por el NORTE, con la parcela número siete, por  
el SUR, con la parcela número quince, por  
ESTE, con la Sucesión de Antonio Bannazar y por el  
OESTE, con la parcela número diez. Dentro de la par  
cela descrita se encuentra una casa de concreto y --  
bloques, construida por la Puerto Rico Reconstruction  
Administration.-----

---Inscrita al folio ciento cuarenta del tomo doscien  
tos diecisiete de Adjuntas, finca número cuatro mil  
novecientos treinta y dos, inscripción sexta,-----

---Adquirieron los deudores hipotecarios la descrita  
propiedad por compra a Don Eugenio Maldonado Sánchez,  
según consta de la escritura número cuarenta y cuatro  
otorgada en Adjuntas, Puerto Rico, el día veinticuatro  
de septiembre de mil novecientos setenta y cuatro, en

Jo 31<sup>th</sup>  
Jo 21<sup>st</sup> 19<sup>th</sup>  
Jo 24<sup>th</sup>  
2<sup>nd</sup>

la notario Aura Nélida Pérez.-----

---RUSTICA: Predio de terreno radicado en el barrio Yahuecas del término municipal de Adjuntas, Puerto Rico, con una cabida de VEINTICINCO CUERDAS CON SESENTA Y TRES CENTIMOS DE OTRA, equivalentes a dieciséis hectáreas, cero siete áreas, treinta y cinco centiareas y noventa miliares. Colinda al NORTE, con la Sucesión Rivera y Juan A. Bennazar, por el SUR, con terrenos de Antonio Matías y Gregorio Maldonado, al ESTE, con la Sucesión de Luis Rivera y José A. Ruiz y al OESTE, con Juan A. Bennazar, Sucesión Luis Ríos Reinaldo González, Eugenio Maldonado y Francisco Fernandini.-----

---Inscrita al folio treinta y uno vuelto del tomo doscientos diecinueve de Adjuntas, finca número och mil cuatrocientos setenta y siete, inscripción primera.-----

---Adquirieron los deudores hipotecarios la descrita propiedad por compra a Don Juan Alberto Bennazar -- Vicens y Doña Carmen Margarita Corrada, según consta de la escritura número trece, otorgada en Adjuntas, Puerto Rico, el día quince de enero, digo, enero de mil novecientos setenta y nueve, ante el Notario -- Serafín Rosado Santiago.-----





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Adquirió el prestatario la descrita finca por compra a-----

según consta de la Escritura Número -----

-----de fecha -----

-----otorgada en la ciudad de -----

ante el Notario -----

Dicha propiedad se encuentra afectas a una hipoteca a fa  
de Estados Unidos de América por la suma de CUARENTA  
MIL DOLARES (\$40,000.00) cada una.-----

DUODECIMO: Que comparecen en la presente escritura como----

Deudores Hipotecarios DON JOSE A . MALDONADO MATIAS Y  
DOÑA ANA ROSA VELAZQUEZ, mayores de edad, casados -  
entre sí, propietarios y vecinos de Adjuntas,-----  
cuya direccion postal es: Buzón seiscientos veintioch

Barrio Yahuecas, Adjuntas, Puerto Rico.-----

DECIMO TERCERO: El importe del préstamo aquí consignado se  
usó ó será usado para fines agrícolas y la construcción y/o  
reparación y/o mejoras de las instalaciones físicas en la---  
finca(s) descrita(s).-----

DECIMO CUARTO: El prestatario ocupará personalmente y usará  
cualquier estructura que haya sido construída, mejorada o---  
comprada con el importe del préstamo aquí garantizado y no---  
arrendará o usará para otros fines dicha estructura a menos  
el Gobierno lo consienta por escrito. La violación de esta  
clausula como la violación de cualquiera otro convenio o cla  
sula aquí contenida ocasionará el vencimiento de la obligaci  
como si todo el término hubiese transcurrido y en aptitud el  
Gobierno de declarar vencido o pagadero el préstamo y proce  
a la ejecución de la hipoteca.-----

DECIMO QUINTO: Esta hipoteca se extiende expresamente a tod  
construcción o edificación existente en la(s) finca(s) antes

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descrita(s) y a toda mejora, construcción o edificación que se construya en dicha finca(s) durante la vigencia del préstamo hipotecario constituido a favor del Gobierno, verificada por los actuales dueños deudores o por sus cesionarios o causahabientes. -----

DECIMO SEXTO: El deudor hipotecario por la presente----- renuncia mancomunada y solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o representantes a favor del acreedor (Administración de Hogares de ----- Agricultores), cualquier derecho de Hogar Seguro (Homestead) que en el presente o en el futuro pudiera tener en la --- propiedad descrita en el párrafo undécimo y en los edificios allí enclavados o que en el futuro fueran construídos; -- renuncia esta permitida a favor de la Administración de Hogares de Agricultores por la Ley Número trece (13) del veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31 L.P.R.A. 1851).-----

DECIMO SEPTIMO: El acreedor y el deudor hipotecario ---- convienen en que cualquier estufa, horno, calentador comprado o financiado total o parcialmente con fondos del préstamo aquí garantizado, se considerará e interpretará como parte de la propiedad gravada por esta Hipoteca.-----

DECIMO OCTAVO: El importe del préstamo aquí considerado se usará para rehabilitar las fincas por pérdidas ocasionadas por el Huracán David y la Tormenta ---- Federico.-----

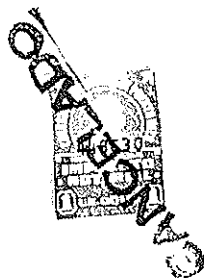
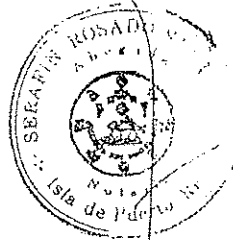
DECIMO NOVENO: Manifiestan además los comparecientes en esta escritura que por tratarse de un préstamo para fines agrícolas han acordado en no distribuir la responsabilidad entre las fincas gravadas y por lo tanto todas responderán por separado solidaria y mancomunadamente de la deuda, principal, intereses, costas y demás créditos garantizados por esta escritura; todos

conforme al Artículo Ciento Diecinueve de la Ley --  
 Hipotecaria, según el mismo ha sido enmendado por la  
 Ley número setenta y nueve del veinticinco de junio  
 de mil novecientos sesenta y nueve.-----  
 Los otorgantes aceptan la presente escritura en  
 la forma redactada por ser conforme a lo convenido.  
 Yo, el Notario, de todo lo consignado, hice las --  
 advertencias legales pertinentes y bien impuestas --  
 de ellas así la otorgan y firman, estampando además  
 sus iniciales al margen de todos y cada uno de los  
 folios. Previa lectura que a todos hice en alta voz  
 en un solo acto de esta escritura, por que renun-  
 ciaron al derecho de leerla por sí mismos, al que --  
 les advertí tenían. Yo, el Notario, de todo lo con-  
 signado en este instrumento público, doy fe.-----

Se aclara que el número del caso es el siguiente:  
 sesenta y tres guión treinta y cinco guión quinien-  
 tos ochenta y dos guión setenta y seis guión tres --  
 mil ciento ocho, y no el que dice la página diez --  
 línea veintinueve. REPITO LA FE.-----

Firmado: José M. Maldonado Matías, Ana Rosa Velázquez,  
 al margen de sus iniciales.-----

1971-00-100



Firmado, signado, sellado y rubricado.

Se encuentran en todas las correspondientes sellos  
 de Rentas Internas e Impuestos al Poder Judicial, concurrida bien y fiel-  
 mente con la escritura de esta que he de anotar indicando obra en  
 el protocolo de instrumentos públicos de esta Notaría a mi cargo, y  
 a que me remito. En fé de ello, y para entregar a Jose M.

parte interesada, expido, la presente  
 copia certificada que autoriza bajo mi firma, sello y rubrica,  
 el mismo día, mes y año de su otorgamiento.

*[Signature]*  
 Abogado-Notario

Tras la donde se le dio la  
la parte en cada una de las  
la licencia de la firma de  
la parte a una persona a  
por el Estado Libre Asociado  
por \$40,000.00 y la firma 84119  
se le dio a los hermanos  
a por el C. Antaño de la  
Isla de P.R. y de la  
ficha 83067. La persona con  
titulo a nivel de esta de  
comar. El titulo es de 15 de febrero  
de 1780. J. J. Lopez  
de la Casa de la Republica



El presente documento es una copia  
de la información que se le dio a  
la persona que se le dio la  
ficha 83067. La persona con  
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de la Casa de la Republica

JUN 02 1980  
J. J. Lopez

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de la Casa de la Republica



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Time: 2:30  
Date: August 6, 91  
Property Records of Utuado

JOSE A. SALICETI MALDONADO  
ATTORNEY-NOTARY  
BOX 97 TEL. 829-2640  
ADJUNTAS, P.R. 00601

NUMBER: 79

DEED OF REAMORTIZATION OF MORTGAGE LOAN AND MODIFICATION OF  
MORTGAGE

EXECUTED BY

JOSE ALBERTO MALDONADO MATIAS AND ANA ROSA VELAZQUEZ  
CRESPO

TO: THE UNITED STATES OF AMERICA

IN ADJUNTAS, P.R., ON JULY 29, 1991

JOSE A. SALICETI MALDONADO  
NOTARY PUBLIC

NUMBER SEVENTY-NINE (79)

REAMORTIZATION OF MORTGAGE LOAN AND MORTGAGE MODIFICATION

In the city of Adjuntas, Puerto Rico, on July twenty-nine, nineteen ninety-one.

IN MY PRESENCE

JOSE A. SALICETI MALDONADO, Attorney and Notary Public for this island, with residence and offices in Adjuntas, Puerto Rico.

THERE APPEAR

AS ONE PARTY: AS MORTGAGORS : MR. JOSE ALBERTO MALDONADO MATIAS, also known as JOSE A. MALDONADO MATIAS, , and MRS. ANA ROSA VELAZQUEZ CRESPO, also known as ANA ROSA VELAZQUEZ, both of legal age, married to each other, property owners and residents of Adjuntas, Puerto Rico.

AS THE OTHER PARTY: AS MORTGAGEE: UNITED STATES OF AMERICA, acting through the Administrator of the Farmers Home Administration, in accordance with the dispositions of the Congress Law known as "Consolidated Farmers Home Administration Act of 1961" with main offices in Washington, District of Columbia, United States of America, represented herein by MR. JOSE LUIS MALDONADO CARABALLO, 19, of legal age, married, employed and a resident of Adjuntas, Puerto Rico, whose authority is duly noted in the Property Registry. Employer identification number:

I BEAR WITNESS

To my personal acquaintance of the appearing parties, and to their statements regarding their personal information. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this deed, thus freely

THEY DECLARE

FIRST: That the mortgagors, MR. JOSE ALBERTO MALDONADO MATIAS and MRS. ANA ROSA VELAZQUEZ CRESPO, are the current owners of the following properties:

A. RURAL: Plot of land, number eleven in case *café*\* seven hundred and ninety-seven, located in Barrio Yahuecas in the municipality of Adjuntas, Puerto Rico, consisting of THREE CUERDAS\*\*, equivalent to one hectare, seventeen ares, ninety-one centiares and one thousand eight hundred and sixty-eight hundredths of another. With boundaries to the NORTH, with plot number seven; to the SOUTH, with plot number fifteen; to the EAST, with the heirs of Antonio Bennazar; and to the WEST, with plot number ten. There is a house made of concrete and blocks, built by the Puerto Rico Reconstruction Administration on the described plot.

Recorded on page one hundred and forty, volume two hundred and seventeen of Adjuntas, farm number four thousand nine hundred and thirty-two (4932).

B. RURAL: Plot of land located in Barrio Yahuecas in the municipality of Adjuntas, Puerto Rico, with an area of TWENTY-FIVE AND SIXTY-THREE HUNDREDTHS CUERDAS\*\*, equivalent to ten hectares, seven ares, thirty-five centiares and ninety milliares. With boundaries to the NORTH, with the heirs of Rivera and Juan A. Bennazar; to the SOUTH, with properties of Antonio Matías and Gregorio Maldonado; to the EAST, with the heirs of Luis Rivera and José A. Ruiz; and to the WEST, with Juan A. Bennazar, the heirs of Luis Rivera, Reinaldo González, Eugenio Maldonado and Francisco Fernandini.

Recorded on page thirty-one, side two, volume two hundred and nineteen of Adjuntas, farm number eight thousand four hundred and seventy-seven.

That the described properties are encumbered by a mortgage securing a promissory note in favor of the United States of America in the amount of SEVEN THOUSAND DOLLARS (\$7,000.00), with interest at FIVE PERCENT (5%) per annum, principal and interests being payable by installments as stipulated therein, pursuant to voluntary mortgage deed number forty-nine (49), dated February eleven, nineteen eighty, before the Notary Serafin Rosado Santiago, in Adjuntas, Puerto Rico.

That said mortgage is recorded on pages one hundred and forty and thirty-one, volumes two hundred and seventeen and two hundred and nineteen of Adjuntas, farms number four thousand nine hundred and thirty-two and number eight thousand four hundred and seventy-seven.

SECOND: The mortgagors, MR. JOSE ALBERTO MALDONADO MATIAS and MRS. ANA ROSA VELAZQUEZ CRESPO, state that, in order to reamortize the mortgage debt(s), they requested and obtained the approval of the mortgagee, UNITED STATES

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\* *Café* is the Spanish word for coffee; in this context it might be designating the letter "c", as in "c" as in "coffee".

\*\* "*Cuerda*" is an area measurement equivalent to 0.971 acre, 3,930.3956 sq. meters, or 42,291 sq. ft., 1 acre = 1.029.



OF AMERICA, acting through the Administrator of the Farmers Home Administration, in accordance with the regulations of the Congress Law called "Consolidated Farmers Home Administration Act of 1961" and regulations approved therein, to reamortize the mortgage debt.

THIRD: The appearing parties, MR. JOSE ALBERTO MALDONADO MATIAS and MRS. ANA ROSA VELAZQUEZ CRESPO, state that they are personally aware of each and every one of the obligations, clauses and stipulations contained or mentioned in the mortgage deed, and they hereby clearly, solemnly and absolutely agree to comply with each and every one of said obligations, clauses and stipulations as required by Farmers Home Administration (FmHA).

REAMORTIZATION AND MODIFICATION OF PAYMENT OF THE PROMISSORY  
NOTE AND MORTGAGE

FOURTH: The appearing party, MR. JOSE LUIS MALDONADO CARABALLO, in the capacity he bears, states that because the mortgagors, MR. JOSE ALBERTO MALDONADO MATIAS and MRS. ANA ROSA VELAZQUEZ CRESPO, have qualified to receive the benefits of the Congress Law known as "Consolidated Farmers Home Administration Act of 1961", as amended, he has agreed to reamortize and modify the form of payment of the installments established in the promissory note and in the mortgage as follows:

The entire unpaid balance owed as of July twenty-nine, nineteen ninety-one amounts to SIX THOUSAND FOUR HUNDRED AND FORTY-FOUR DOLLARS AND FORTY-EIGHT CENTS (\$6,444.48) of principal and TWO HUNDRED AND FORTY-FOUR DOLLARS AND FIFTY-THREE CENTS (\$244.53) of capitalized interests, which accrue interest at the rate of FOUR AND ONE HALF PERCENT (4.5%) per annum, plus the sum of ONE HUNDRED AND EIGHTY-FOUR DOLLARS AND FIFTY-ONE CENTS (\$184.51) of non-capitalized interests, which shall not accrue interest, for a total of SIX THOUSAND EIGHT HUNDRED AND SEVENTY-THREE DOLLARS AND FIFTY-TWO CENTS (\$6,873.52), and, as it has been granted a five (5) year deferment, it shall be paid as follows:

ZERO DOLLARS (\$0.00) on or before January first, nineteen ninety-two; ZERO DOLLARS (\$0.00) on or before January first, nineteen ninety-three; ZERO DOLLARS (\$0.00) on or before January first, nineteen ninety-four; ZERO DOLLARS (\$0.00) on or before January first, nineteen ninety-five; ZERO DOLLARS (\$0.00) on or before January first, nineteen ninety-six; FIVE HUNDRED AND FORTY-EIGHT DOLLARS (\$548.00) on or before January first, nineteen ninety-seven; and FIVE HUNDRED AND FORTY-EIGHT DOLLARS (\$548.00) on the following January first, except for the final payment of the debt evidenced herein, which shall be made on or before July twenty-nine, two thousand and nineteen (2019).

FIFTH: The appearing party, MR. JOSE LUIS MALDONADO CARABALLO, in the capacity he bears, gives me, the Notary, the promissory note secured by the mortgage, and he assures me that it has not been negotiated or encumbered in any way by the

current holder and owner, United States of America, and once it has been identified by me, the Notary, and I have ascertained that it is the same promissory note, I proceed to place the following note on the back of it:

"The amount of this promissory note and the mortgage securing it, has been increased and reamortized on July twenty-nine, nineteen ninety-one, had an unpaid balance of SIX THOUSAND FOUR HUNDRED AND FORTY-FOUR DOLLARS AND FORTY-EIGHT CENTS (\$6,444.48) of principal and TWO HUNDRED AND FORTY-FOUR DOLLARS AND FIFTY-THREE CENTS (\$244.53) of capitalized interests, which accrue interest at the rate of FOUR AND ONE HALF PERCENT (4.5%) per annum, plus the sum of ONE HUNDRED AND EIGHTY-FOUR DOLLARS AND FIFTY-ONE CENTS (\$184.51) of non-capitalized interests, which shall not accrue interest, for a total of SIX THOUSAND EIGHT HUNDRED AND SEVENTY-THREE DOLLARS AND FIFTY-TWO CENTS (\$6,873.52), and, as it has been granted a five (5) year deferment, it shall be paid as follows:

ZERO DOLLARS (\$0.00) on or before January first, nineteen ninety-two; ZERO DOLLARS (\$0.00) on or before January first, nineteen ninety-three; ZERO DOLLARS (\$0.00) on or before January first, nineteen ninety-four; ZERO DOLLARS (\$0.00) on or before January first, nineteen ninety-five; ZERO DOLLARS (\$0.00) on or before January first, nineteen ninety-six; FIVE HUNDRED AND FORTY-EIGHT DOLLARS (\$548.00) on or before January first, nineteen ninety-seven; and FIVE HUNDRED AND FORTY-EIGHT DOLLARS (\$548.00) on the following January first, except for the final payment of the debt evidenced herein, which shall be made on or before July twenty-nine, two thousand and nineteen (2019), pursuant to deed number seventy-nine (79), dated July twenty-nine, nineteen ninety-one, before the Notary José A. Saliceti Maldonado. I BEAR WITNESS". In Adjuntas, Puerto Rico, on September twenty-seven, nineteen ninety-one. SIGNED, STAMPED, SEALED AND ENDORSED: JOSE A. SALICETI MALDONADO. NOTARY PUBLIC. (The Notary seal is attached).

Once the note is attached and signed, I return it to the appearing party, Mr. José Luis Maldonado Caraballo, in the capacity he bears.

In order to comply with the dispositions set forth in article one hundred and seventy-nine of the mortgage laws, the mortgaged properties are appraised in this reamortization in the amount of FORTY THOUSAND DOLLARS (\$40,000.00) each and said amount applies both to the mortgage responsibility and the appraisal value.

SIXTH: The parties herein also agree that this reamortization agreement does not constitute a cancellation of the aforementioned current obligation (debt), as there is no incompatibility or inconsistency between said current obligation (debt) and the modification of the same under the terms and conditions set forth herein. Thus, the Property Recorder is requested to have this recorded.

#### ACCEPTANCE AND WARNINGS

The parties accept this deed as written as it conforms to their agreement. I, the Notary,

have given them the pertinent legal warnings.

So the parties state and execute before me, and once this deed was read by the parties, they ratify its content, placing their initials in the margin of every page herein.

TO ALL OF WHICH, as well as to my having observed the requirements of the Law, I, the Notary, who signs, stamps, seals and endorses, BEAR WITNESS.

SIGNED BY: JOSE LUIS MALDONADO CARABALLO, JOSE ALBERTO MALDONADO MATIAS, ANA ROSA VELAZQUEZ CRESPO.

THEIR INITIALS IN THE MARGIN.

(SIGNED, SEALED, STAMPED AND ENDORSED). JOSE A. SALICETI MALDONADO.

I, the Notary, certify that this is a true and exact copy of deed number 79, which is filed in my protocol of public instruments for the current year and to which I refer. That the applicable Sales Tax and Notary Tax seals have been duly attached and cancelled in the original.

The initials of the parties appear in the margin of every page and their signatures appear on the last page of the same.

In witness whereof, and at the request of Farmers Home Administration, I issue this first certified copy, which is made up of 7 sheets of legal paper, written on one side only, and which I sign, stamp, seal and endorse, leaving a record of its issuance in the original, today, July 29, 1991. I THUS CERTIFY.

[Signature]

Notary Public

[Seal]

This document is recorded as indicated in the note in the margin of the description of each of the farms. They are encumbered by mortgages of \$40,000.00 and \$7,000.00 in favor of the U.S.A., the latter reamortized pursuant to this entry.

Utuado, August 8, 1991.

[Signature]

Property Recorder

Exempt.

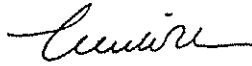
[Seal]

10/25/91 [Signature]

## **CERTIFICATE**

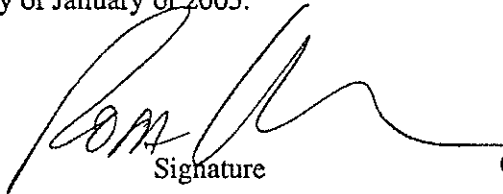
I hereby certify that the attached Deed of Reamortization of Mortgage Loan and Mortgage Modification is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced, competent and certified to translate from Spanish into English.

DATED this 17<sup>th</sup> day of January of 2005.



Nicole Harris

WITNESS my hand and official seal hereto affixed this  
this 17<sup>th</sup> day of January of 2005.



Signature

Notary Public  
State of Washington  
Rosa Walker  
Commission Expires 02-01-06

Print Name: Rosa Walker  
Notary Public in and for the State of Washington  
My appointment expires: 02/01/06

Notario  
No. 49  
Para 2139  
Fecha Agosto 91  
Registro de Usado

**José A. Saliceti Maldonado**

**ABOGADO Y NOTARIO**

Box 97 Tel. 829-2640  
Adjuntas, Puerto Rico 00601



**NUMERO**

79

**ESCRITURA  
DE**

Reamortización de Préstamo

Hipotecario y Modificación de Hipoteca

**OTORGADA POR**

José Alberto Maldonado Matias

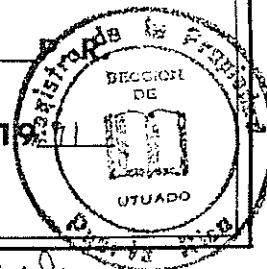
Ana Rosa Velázquez Crespo

**A FAVOR DE**

Estados Unidos de América

EN Adjuntas

A 29 DE julio DE 1991



A) 3 cels  
4932 ✓

B) 25.63 cels  
8478 ✓

Exento

LCDO. JOSE A. SALICETI MALDONADO

NOTARIO PUBLICO

-----NUMERO SETENTA Y NUEVE(79)-----

-----ESCRITURA DE REAMORTIZACION DE PRESTAMO-----

-----HIPOTECARIO Y MODIFICACION DE HIPOTECA-----

---En la Ciudad de Adjuntas, Puerto Rico, a veintinueve de  
julio de mil novecientos noventa y uno.-----

----- ANTE MI -----

---JOSE A. SALICETI MALDONADO, Abogado y Notario Público en  
esta Isla, con estudio, verindad y bufete abierto en Adjuntas,  
Puerto Rico.-----

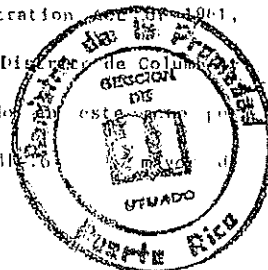
-----COMPARECEN-----

---DE UNA PARTE: COMO LEUDOR HIPOTECARIO: DON JOSE ALBERTO  
MALDONADO MATIAS, t/c/p JOSE A. MALDONADO MATIAS.

y DOÑA ANA ROSA VELAZQUEZ GRESPO, t/c/p Ana Rosa Velázquez.---

3, mayores de edad, casados entre sí, propietarios y  
vecinos de Adjuntas, Puerto Rico.-----

---DE LA OTRA PARTE: COMO ACREEDOR HIPOTECARIO: ESTADOS UNI-  
DOS DE AMERICA, actuando por conducto y a través del Admini-  
trados de la Administración de Hogares de Agricultores,  
a tenor con las disposiciones de la Ley del Congreso denomina-  
da "Consolidated Farmer's Home Administration Act of 1941,  
con oficinas principales en Washington, Distrito de Columbia,  
Estados Unidos de América, representado por este notario  
DON JOSE LUIS MALDONADO CARABALLO, Notario



2

edad, casado, empleado y vecino de Adjuntas, Puerto Rico, cuyo carácter consta debidamente acreditado en el Registro de la Propiedad. Seguro Social Patronal: -----

FE -----

---DOY del conocimiento personal de los comparecientes y por sus dichos de sus circunstancias personales. No asegurar tener y a mi juicio tienen la capacidad legal necesaria para este acto de otorgamiento de escritura y en su virtud libre y voluntariamente;-----

EXPONEN -----

---PRIMERO: Que el Deudor Hipotecario, Don José Alberto Maldonado Matías y Doña Ana Rosa Valázquez Crespo, son dueños de la siguiente propiedad:-----

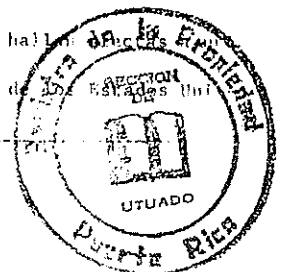
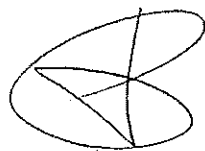
"A" RUSTICA: Predio de terreno número once, del caso café setecientos noventa y siete radicado en el barrio Yahuecas, del término municipal de Adjuntas, Puerto Rico, compuesto de TRES CUERDAS, equivalentes a una hectárea, diecisiete áreas, noventa y una centésimas y mil ochocientos sesenta y ocho centésimas de otra, lindante por el Norte, con la parcela número siete, por el Sur, con la parcela número quince, por el Este, con la Sucesión de Antonio Bennazar y por el Oeste, con la parcela número diez. Dentro de la parcela descrita se encuentra una casa de concreto y bloques, construida por la Puerto Rico Reconstruction Administration.-----

---Inscrita al folio ciento cuarenta, del tomo doscientos diecisiete de Adjuntas, finca número cuatro mil noventa y tres (4932).-----

"B" RUSTICA: Predio de terreno radicado en el barrio Yahuecas, del término municipal de Adjuntas, Puerto Rico, con una cabida de VEINTICINCO CUERDAS CON SESENTA Y TRES CENTIMOS DE OTRA, equivalentes a diez hectáreas, cero siete áreas, treinta y cinco centésimas y noventa milésimas, Colinda al Norte, con la Sucesión Rivera y Juan A. Bennazar, por el Sur, con terrenos de Antonio Matías y Gregorio Maldonado, al Este, con la Sucesión de Luis Rivera y José A. Ruiz y al Oeste, con Juan A. Bennazar, Sucesión Luis Rivera, Reinaldo González, Eugenio Maldonado y Francisco Fernandini.-----

---Inscrita al folio treinta y uno vuelto del tomo doscientos diecinueve de Adjuntas, finca número ocho mil cuatrocientos setenta y siete.-----

---Que las antes descritas propiedades se hallan en hipoteca en garantía de un pagaré a favor de los Estados Unidos.-----





3

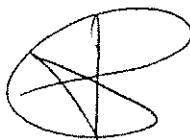
dos de América, por la suma de SIETE MIL DOLARES, (\$7,000.00). con intereses a razón del Cinco por ciento (5.00%) anual, pagadero dicho principal en los plazos que en el mismo se estipulan, según resulta de la escritura número Cuarenta y Nueve (49), de fecha once de febrero de mil novecientos ochenta, sobre Hipoteca Voluntaria, ante el Notario Serafín Rosado, Santiago, en Adjuntas, Puerto Rico.

---Que dicha hipoteca se encuentra inscrita a los folios ciento cuarenta y treinta y uno, de los tomos doscientos diecisiete y doscientos diecinueve de Adjuntas, fincas números Cuatro mil novecientos treinta y dos y Ocho mil cuatrocientos setenta y siete.

---SEGUNDO: Sigue manifestando el Dador Hipotecario Don José Alberto Maldonado Matías y Doña Ana Rosa Velázquez Crespo, que con el fin de reamortizar la Deuda Hipotecaria, solicitaron y obtuvieron el consentimiento del Acreedor Hipotecario, Estado Unidos de América, actuando por conducto y a través del Administrador de la Administración de Hogares de Agricultores, de conformidad con la Ley del Congreso titulada "Consolidated Farmér's Home Administration, Act of 1961" y el reglamento aprobado, al efecto para reamortizar la deuda hipotecaria.

---TERCERO: Manifiestan los comparecientes Don José Alberto Maldonado Matías y Doña Ana Rosa Velázquez Crespo, que son de su propio y personal conocimiento todas y cada una de las obligaciones, cláusulas y estipulaciones contenidas o mencionadas en la escritura de hipoteca y en este acto, en forma clara solemne y terminantemente, se obligan a cumplir todas y cada una de dichas obligaciones, cláusulas y estipulaciones requeridas por la Administración de Hogares de Agricultores (FmHA).

---REAMORTIZACION Y MODIFICACION DE PAGO DE LA DEUDA DE LA SECCION DE PAGARE E HIPOTECA



4

---CUARTO: Manifiesta el compareciente Don José Luis Maldonado Caraballo, en el carácter que ostenta, que habiendo sido aceptado el deudor hipotecario Don José Alberto Maldonado Matías y Doña Ana Rosa Velázquez Crespo, para recibir los beneficios de la Ley del Congreso "Consolidated Farmer's Home Administration Act of 1961", según enmendada, ha convenido reamortizar y modificar la forma de pago de los plazos consignados en el pagaré y en la hipoteca en la siguiente forma: ---

---El importe de este Pagaré y la Hipoteca que lo garantiza ha sido ampliado, y reamortizado al veintinueve de julio de mil novecientos noventa y uno. dió un saldo deudor montante de Seis Mil Cuatrocientos Cuarenta y Cuatro Dólares con Cuarenta y Ocho centavos (\$6,444.48) de principal y Descuentos Cuarenta y Cuatro Dólares con Cincuenta y Tres Centavos (\$244.53) de intereses capitalizables, que devengan intereses a razón de un cuatro punto cinco (4.5%) por ciento anual y la suma de Ciento Ochenta y Cuatro Dólares con Cincuenta y Un Centavos (\$184.51) de intereses no capitalizables, los cuales no devengarán intereses, para un total de Seis mil Ochocientos Setenta y Tres Dólares con Cincuenta y Dos Centavos (\$6,873.52) y por haberse dado un diferimiento de cinco (5) años habrá de ser pagada en la siguiente forma: Cero Dólares (\$0.00) en o antes del primero de enero de mil novecientos noventa y dos; Cero Dólares (\$0.00) en o antes del primero de enero de mil novecientos noventa y tres; Cero Dólares (\$0.00) en o antes del primero de enero de mil novecientos noventa y cuatro; Cero Dólares (\$0.00) en o antes del primero de enero de mil novecientos noventa y cinco; Cero Dólares (\$0.00) en o antes del primero de enero de mil novecientos noventa y seis; Quinientos Cuarenta y Ocho Dólares (\$548.00) en o antes del primero de enero de mil novecientos noventa y siete; Quinientos Cuarenta y Ocho Dólares (\$548.00) el primero de enero subsiguiente.



*[Handwritten signature]*



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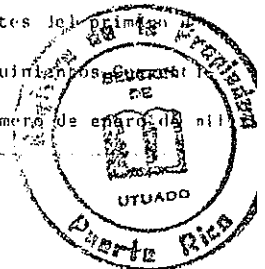
plazo final de la deuda aquí evidenciada se hará en o antes del veintinueve de julio del Dos Mil Diecinueve (2019).-----

---QUINTO: El compareciente Don José Luis Maldonado Caraballo en el carácter que ostenta, me entrega a mí, el Notario, el pagaré garantizado con la hipoteca, quien me asegura no ha sido negociado ni gravado en forma alguna por el actual tenedor y poseedor deo mismo, Estados Unidos de América y una vez identificado por mí, el Notario, cerciorándome que se trata del mismo pagaré, procedo a poner al dorso del mismo la siguiente nota:-----

-----"El importe de este Pagaré y la Hipoteca que lo garantiza ha sido ampliado; y reamortizado al veintinueve de julio de mil novecientos noventa y uno, dió un saldo deudor montante a Seis Mil Cuatrocientos Cuarenta y Cuatro Dólares con Cuarenta y Ocho Centavos (\$6,444.48) de principal y Dociientos Cuarenta y Cuatro Dólares con Cincuenta y Tres Centavos (\$244.53) de intereses capitalizables, que devengan intereses a razón de un cuatro punto cinco (4.5%) por ciento anual y la suma de Ciento Ochenta y Cuatro Dólares con Cincuenta y Un Centavos (\$184.51) de intereses no capitalizables, los cuales no devengarán intereses, para un total de Seis Mil Ochocientos Setenta y Tres Dólares con Cincuenta y Dos Centavos (\$6,873.52) y por haberselo dado un diferimiento de cinco (5) años habrá de ser pagada en la siguiente forma: Cero Dólares (\$0.00) en o antes del primero de enero de mil novecientos noventa y dos; Cero Dólares (\$0.00) en o antes del primero de enero de mil novecientos noventa y tres; Cero Dólares (\$0.00) en o antes del primero de enero de mil novecientos noventa y cuatro; Cero Dólares (\$0.00) en o antes del primero de enero de mil novecientos noventa y cinco; Cero Dólares (\$0.00) en o antes del primero de enero de mil novecientos noventa y seis; Quinientos sesenta y Ocho Dólares (\$548.00) en o antes del primero de enero de mil



*[Handwritten signature]*



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novcientos noventa y siete; Quinientos Cuarenta y Ocho Dóla--  
res (\$548.00) el primero de enero subsiguiente excepto que el  
plazo final de la deuda aquí evidenciada se hará en o antes del  
veintinueve de julio del Dos Mil Diecinueve (2019),-----  
según consta de la Escritura Número *setenta y nueve*(79)-----  
de fecha veintinueve de julio de mil novecientos noventa y uno  
ante el Notario José A. Saliceti Maldonado. HOY FE. En Adjun--  
tas, Puerto Rico, a veintinueve de julio de mil novecientos--  
noventa y uno. (Firmado, signado, sellado y rubricado).-----  
JOSE A. SALICETI MALDONADO - Notario Público. (Aparece impreso  
el sello del Notario).-----

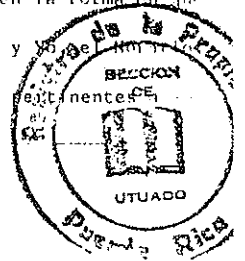
---Una vez puesta y firmada la nota, lo devuelvo al compareci--  
ente Don José Luis Maldonado Caraballo en el carácter que----  
ostenta.-----

---A los fines de dar cumplimiento a las disposiciones del---  
Artículo Ciento Setenta y Nueve de la Ley Hipotecaria, se---  
tasan los bienes hipotecados en esta reamortización en la suma  
de Cuarenta Mil Dólares (\$40,000.00) cada una y dicha suma---  
responde tanto a la responsabilidad hipotecaria como a la ta-  
sación.-----

---SEXTO: Que las partes contratantes en este instrumento---  
convienen así mismo, que este convenio de reamortización no---  
constituye una novación extintiva de la obligación (deuda)---  
existente a la cual ya se ha hecho mención, por no haber ni---  
existir incompatibilidad entre dicha obligación (deuda) exis--  
tente y la modificación de la misma bujo los términos y condi--  
ciones aquí consignados; por lo que se ruega al Honorable---  
Registrador de la Propiedad, que así se haga constar.-----

-----ACEPTACION Y ADVERTENCIAS-----

---Los comparecientes aceptan esta escritura en la forma en que  
está redactada por ser conforme a sus deseos, y he  
hecho a las partes las advertencias de Ley pertinentes.-----

este acto.

---ASÍ lo dicen y otorgan los comparecientes ante mi presencia y LEIDA esta escritura en su integridad por los comparecientes en su contenido se ratifican y firman la presente estampando además sus iniciales al margen de cada folio de la misma.

---DE TODO LO CUAL, así como de haber observado los requisitos de Ley pertinentes a este acto, Yo, el Notario, luego de firmar, signar, sellar y rubricar, DOY FE.

FIRMADOS: JOSÉ LUIS MALDONADO CARABALLO, JOSE ALBERTO MALDONADO MATIAS, ANA ROSA VELAZQUEZ CRESPO

AL MARGEN SUS INICIALES

(FIRMADO, SIGNADO, SELLADO Y RUBRICADO) JOSE A. SALICETI MALDONADO

Yo, el notario, certifico que la presente es copia fiel y exacta de la escritura número 79 que obra en mi protocolo de Instrumentos Públicos para el corriente año, al cual me remito. Que en dicho original han sido adheridos y debidamente cancelados los correspondientes sellos de Rentas Internas y el del impuesto notarial con el del notario.

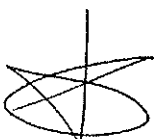
Al margen de cada folio de esta escritura aparecen las iniciales de los otorgantes y en la última página de la misma aparecen las firmas de los otorgantes y la del notario.

EN FE DE ELLO y a petición de *Fernando Hone Adriano* expedí la presente que es *una*.

copia certificada, extendida en 7 hojas de papel legal, escritas por una sola cara, signada, sellada, firmada y rubricada por mí, dejando anotada su SACA en su original hoy día 29 de julio del 1971.

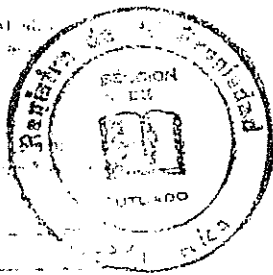
CERTIFICO

NOTARIO PUBLICO



Por tanto este documento  
 al igual que indicare  
 al margen de las descrip-  
 ciones de cada una de  
 las fincas afectas a  
 las hipotecas por \$44,000.00  
 y \$7,000.00 a favor de C. V.A.  
 la última ramantizada  
 mediante este Acuerdo, Votado  
 a 8 de Agosto de 1991.

8 de Agosto de 1991.  
Exento. *Don. M. de Jesus*  
*Riquelme*

[illegible]

10/5/97 Jon Lee Baker

11



Form FmHA 1940-17 (S)  
(Rev. 10-89)

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION  
PROMISSORY NOTE

TYPE OF LOAN

Type: EMERGENCY DESIGNATION M-842

Regular:

Limited Resources:

In accordance with:

Consolidated Farm and Rural Development Act

X Emergency Agricultural Credit Adjustment Act of 1978

Name: JOSE ALBERTO MALDONADO MATIAS

State: PUERTO RICO

Office: ADJUNTAS

Case Number: 63-35-

Date: JULY 29, 1991

Funding Code: 43

Loan Number: 09

ACTION REQUIRING NOTE:

Initial Loan

Subsequent Loan

Consolidation and Subsequent Loan

Sale on Credit

Deferred Payments

Conservation Easement

X Restructuring

Consolidation

Debt Reduction

Reamortization

FOR VALUE RECEIVED, the undersigned Borrower(s) and any other co-borrower, jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (herein called the "Government"), or its representative, at its offices in ADJUNTAS, PUERTO RICO, or at another location designated in writing by the Government, the principal sum of SEVEN THOUSAND TWO HUNDRED AND FORTY-FIVE DOLLARS AND TEN CENTS (\$7,245.10), plus interest on the unpaid principal of FOUR AND ONE HALF PERCENT (4.5%) PER ANNUM and ONE HUNDRED AND EIGHTY DOLLARS AND 37/100 (\$180.37) of non-capitalized interest. If this note is for a Limited Resources Loan (indicated in the box above, under the heading "Type of Loan"), the Government may CHANGE THE INTEREST RATE, in accordance with the Farmers Home Administration regulations, not more frequently than a calendar trimester basis, and shall notify Borrower at his most current address by mail, with thirty (30)



days' notice. The new interest rate shall not exceed the highest interest rate established by the Farmers Home Administration regulations for the type of loan indicated above.

Principal and interests shall be paid in 11 installments, as indicated below, unless modified by a different interest rate, on or before the following dates:

\$935.00.....on 01-01-1992

and \$935.00 each year subsequently thereafter until the principal and interests are completely paid, except for the final payment of the debt evidenced herein, which, if not sooner paid, shall be due and payable TEN (10) YEARS from the date of this note, with the exception that prepayments may be made as provided for below. The consideration hereof shall support any agreement modifying the schedule of payments.

If the total amount of the loan is not forwarded by the due date, the loan will be forwarded to Borrower, pursuant to request by Borrower and approval by the Government. Approval by the Government shall be granted only when the loan is requested for purposes authorized by the Government. Interests will accrue on the amount of each loan starting on the date these become effective as shown in the Payment Log at the end of this note. Borrower authorizes the Government to note the amount(s) and date(s) of any prepayment(s) in the Payment Log.

For any note that is reamortized, consolidated or restructured, interests accumulated during more than ninety (90) days as of the date of this instrument will be added to the principal and the new principal will accrue interests at the rate evidenced herein.

Every payment made on any indebtedness evidenced by this note shall be applied first to interests accumulated during the deferral period and then to interests computed as of the effective payment date and then to the principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the Farmers Home Administration regulations (7 C.F.R. 1951.8), according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this note and shall not affect Borrower's obligation to pay the remaining installments as scheduled herein. Should the Government assign this note at any time, and insure the payment thereof, Borrower shall continue to make payments to the Government, as collection agent for the holder.

If this note is held by an insured lender, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly, or, except for final payment, may be retained and remitted by the Government to the holder on an annual installment due date basis. The effective date of any prepayment made by Borrower, except for payments retained and remitted by Government to holder on an annual installment due date basis, shall be the date of the Treasury check with which the Government remits payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis,

shall be the date of the prepayment made by Borrower, and the Government shall pay interests to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Any amount forwarded or invested by the Government to obtain payment of this note, or to maintain and protect the guarantee of the loan, or otherwise invested under the terms of any guarantee covenant or other instrument executed in relation to the loan evidenced herein, shall, at the option of the Government, become a part of the loan and shall accrue interests at the same interest rate of the principal of the loan evidenced herein, and shall become immediately due and payable by Borrower to the Government, without the need of requirements.

Property constructed, improved, purchased or refinanced in whole or in part with the loan evidenced herein shall not be leased, assigned, sold, transferred or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower shall personally operate said property as a farm if this loan is for a farm owner (FO).

If "Consolidation and Subsequent Loan", "Debt Reduction", "Consolidation", "Restructuring" or "Reamortization" is indicated in the box above, under the heading "Action Requiring Note", this note is issued to consolidate, reamortize, or evidence a restructuring but not as satisfaction of principal and interests of the following note(s) or assumption agreement(s) (new terms):

LOAN CODE AND NUMBER: 43-06

AMOUNT OF NOTE: \$7,000.00

INTEREST RATE: 4.5%

DATE: MARCH 23, 1990

ORIGINAL BORROWER: JOSE ALBERTO MALDONADO MATIAS

FINAL PAYMENT DUE: MARCH 23, 1997

The securing documents given in relation to the loans evidenced by these described notes or other stated obligations are not affected by the execution of this consolidation, reamortization or restructuring. These securing instruments shall remain in effect, and the guarantee offered for the loans evidenced by the described note shall remain as guarantee for the loan evidenced by this note and by any other stated obligation.

REFINANCING AGREEMENT: If at any time, the Government finds that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock.

AGREEMENT FOR THE CONSERVATION OF HIGHLY-EROSIVE SOILS AND WETLANDS: The Borrower acknowledges that the loan described in this note will be in default if any part of said loan is used for any purpose that contributes to excessive

erosion of highly-erosive soils or for the conversion of wetlands to agricultural crop-production, as explained in Exhibit M of sub-part G of part 1940 of 7CFR. If (1) the loan period extends beyond January 1st, 1990 but not up to January 1st, 1995, and (2) the Borrower tries to harvest crops on highly-erosive soils that are exempt from the restrictions of Exhibit M until January 1st, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil conservation plan for the Borrower's farm, whichever comes later, the Borrower also agrees that before losing exemption from the restriction of highly-erosive soil conservation, pursuant to section 12 of 7CFR, the Borrower must show that he is actively applying a soil conservation plan on the highly-erosive soils, which plan must be approved by the Soil Conservation Service (SCS) or the appropriate Soil Conservation District, should the loan period extend beyond January 1st, 1995. The Borrower also agrees that he must show, prior to January 1st, 1995, that any crop production on highly-erosive soils made after such date shall be carried out in accordance with a conservation plan approved by the Soil Conservation Service (SCS) or by the Conservation District, pursuant to Soil Conservation Service requirements.

DEFAULT: Failure to pay when due any debt evidenced hereby or perform any covenant or agreement hereunder shall constitute default under any other instrument evidencing a debt of Borrower owing to or insured by the Government or securing or otherwise relating to such a debt; and default under any such other instrument shall constitute default hereunder. UPON ANY SUCH DEFAULT, the Government, at its option, may declare all or any part of any such indebtedness immediately due and payable.

This note is given as evidence of a loan to Borrower made or insured by the Government, pursuant to the Consolidated Farm and Rural Development Act or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan indicated in the box 'TYPE OF LOAN' above. This note is subject to the present regulations of Farmers Home Administration and to its future regulations not inconsistent with the stipulations expressed herein.

Presentation, protest, and notice are hereby expressly waived.

[Signature]

JOSE ALBERTO MALDONADO MATIAS (BORROWER) (SEAL)

aka José A. Maldonado Matías

ANA ROSA VELAZQUEZ CRESPO (BORROWER) (SEAL)

aka Ana Rosa Velázquez

Box 208

Castañer, PR 00631

PAYMENT LOG

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$		\$		\$	
TOTAL: \$					

**CERTIFICATE**

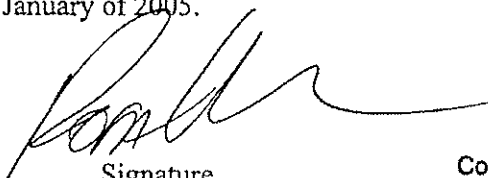
I hereby certify that the attached Promissory Note is a true and accurate translations to the best of my knowledge, ability and belief. I am experienced, competent and certified to translate from Spanish into English.

DATED this 17<sup>th</sup> day of January of 2005.



Nicole Harris

WITNESS my hand and official seal hereto affixed this  
this 17<sup>th</sup> day of January of 2005.

  
Signature

Notary Public  
State of Washington  
Rosa Walker  
Commission Expires 02-01-06

Print Name: Rosa Walker  
Notary Public in and for the State of Washington  
My appointment expires: 02/01/06.

Formulario FmHA 1940-17(S)  
(Rev. 10-89)DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS  
ADMINISTRACION DE HOGARES DE AGRICULTORES

PAGARE

Nombre <u>JOSE ALBERTO MALDONADO MATIAS</u>	
Estado <u>PUERTO RICO</u>	Oficina <u>ADJUNTAS</u>
Caso Num. <u>63-35-1</u>	Fecha <u>29 de julio de 1991</u>
Código de Fondos <u>43</u>	Num. de Prestamo <u>09</u>

## CLASE DE PRESTAMO

Tipo: EMERGENCIA ☐ Regular  
Designación M-842 ☐ Recursos Limitados

De acuerdo a:

☐ Consolidated Farm and Rural Development Act  
☒ Emergency Agricultural Credit Adjustment Act of 1978

## ACCION QUE REQUIERE PAGARE

<input type="checkbox"/> Préstamo Inicial	<input checked="" type="checkbox"/> Reestructuración
<input type="checkbox"/> Préstamo Subsiguiente	<input type="checkbox"/> Reamortización
<input type="checkbox"/> Consolidación y Préstamo Subsiguiente	<input type="checkbox"/> Consolidación
<input type="checkbox"/> Venta a Crédito	<input type="checkbox"/> Reducción de Deuda
<input type="checkbox"/> Pagos Diferidos	
<input type="checkbox"/> Servidumbre de Conservación	

POR VALOR RECIBIDO, el Prestatario(s) suscribiente(s) y cualquier otro codeudor mancomunada y solidariamente pagaremos a la orden de los Estados Unidos de America, actuando por conducto de la Administración de Hogares de Agricultores del Departamento de Agricultura de los Estados Unidos, (denominado en adelante el

"Gobierno") o su cesionario en su oficina en -----ADJUNTAS, PUERTO RICO-----

o en otro sitio designado por el Gobierno por escrito, la suma principal de SIETE MIL DOSCIENTOS CUARENTA CINCO CON-----10/100 dólares (\$7,245.10----) más intereses sobre el principal adeudado al CUATRO

Y MEDIO PORCIENTO (45 %) anual y CIENTO OCHENTA CON-----37/100 dólares (\$180.37----) de intereses no Capitalizados. Si este pagare es para un préstamo de Recursos Limitados (indicado en el encasillado superior "Clase de Préstamo" el Gobierno puede CAMBIAR EL PORCIENTO DE INTERES, de acuerdo con los reglamentos de la Administración de Hogares de Agricultores, no más frecuente que trimestralmente, notificando por correo al prestatario con treinta (30) días de anticipación a su última dirección. El nuevo tipo de interés no deberá exceder el porcentaje de interés más alto establecido en los reglamentos de la Administración de Hogares de Agricultores para el tipo de préstamo arriba indicado.

Principal e intereses serán pagados en 11 plazos, según indicado abajo, excepto si es modificado por un tipo de interés diferente en o antes de las siguientes fechas:

\$ <u>935.00</u> --- en <u>01-01</u> de <u>1992</u>	\$ <u>N/A</u> en <u>N/A</u> de <u>19</u>
\$ <u>N/A</u> en <u>N/A</u> de <u>19</u>	\$ <u>N/A</u> en <u>N/A</u> de <u>19</u>
\$ <u>N/A</u> en <u>N/A</u> de <u>19</u>	\$ <u>N/A</u> en <u>N/A</u> de <u>19</u>
\$ <u>N/A</u> en <u>N/A</u> de <u>19</u>	\$ <u>N/A</u> en <u>N/A</u> de <u>19</u>
\$ <u>N/A</u> en <u>N/A</u> de <u>19</u>	\$ <u>N/A</u> en <u>N/A</u> de <u>19</u>
\$ <u>N/A</u> en <u>N/A</u> de <u>19</u>	\$ <u>N/A</u> en <u>N/A</u> de <u>19</u>

y \$ 935.00-----, subsiguientemente cada año hasta que el principal e intereses sean completamente pagados excepto que el plazo final de la deuda aquí evidenciada, de no ser pagada anteriormente, vencerá y será pagadero a los DIEZ (10) AÑOS de la fecha de este pagaré y excepto que se podrán hacer pagos adelantados según se provee mas abajo. La consideración aquí envuelta respaldará cualquier convenio modificando el plan de pagos.

Si la cantidad total del préstamo no es adelantada a la fecha del cierre, el préstamo será adelantado al Prestatario según solicitado por el Prestatario y aprobado por el Gobierno. La aprobación del Gobierno será dada siempre y cuando el adelanto es solicitado para un propósito autorizado por el Gobierno. Se acumularán intereses por la cantidad de cada adelanto desde su fecha de origen, como se demuestra en el Registro de Adelantos en el final de este pagaré. El Prestatario autoriza al Gobierno a anotar la(s) cantidad(es) y fecha(s) de tal(es) adelanto(s) en el Registro de Adelantos.

En cada pagaré reamortizado, consolidado o reestructurado, los intereses acumulados por más de noventa (90) días a la fecha de este instrumento deberán ser sumados al principal y ese nuevo principal acumulará intereses a razón del porcentaje evidenciado por este instrumento.

Todo pago hecho en cualquier deuda representada por este pagaré será primero aplicado a intereses acumulados durante el periodo de diferimiento y segundo a intereses computados a la fecha efectiva del pago y después al principal.

Pagos adelantados de los plazos estipulados o cualquier parte de los mismos, podrán hacerse en cualquier tiempo a opción del Prestatario. Reembolsos y pagos extras, según se definan en los reglamentos (7 C.F.R. 1951.8) de la Administración de Hogares de Agricultores, de acuerdo con la fuente de los fondos envueltos, después de abonarse a los intereses, se aplicarán a los últimos plazos a vencer bajo este pagaré y no afectarán la obligación del Prestatario de pagar los restantes plazos según se especifican en este pagaré. Si el Gobierno en cualquier momento cediera este pagaré y asegura el pago del mismo, el Prestatario continuará haciendo los pagos al Gobierno como agente cobrador del tenedor.

Mientras este pagaré esté en poder de un prestamista asegurado, los pagos adelantados hechos por el Prestatario podrán, a opción del Gobierno, ser remitidos por el Gobierno prontamente al tenedor o, a excepción del pago final, podrán ser retenidos por el Gobierno y remitidos al tenedor a base de plazo anual vencido. La fecha efectiva de todo pago hecho por el prestatario, excepto pagos retenidos y remitidos por el Gobierno al tenedor a base de plazo anual vencido será la fecha del cheque del Tesoro de los Estados Unidos mediante el cual el Gobierno remite el pago al tenedor. La fecha efectiva de cualquier pago adelantado retenido y remitido por el Gobierno al tenedor a base de plazo anual vencido, será la fecha del pago adelantado por el Prestatario y el Gobierno pagará los intereses a los cuales el tenedor tiene derecho que se devenguen entre la fecha efectiva de cualquiera de dichos pagos adelantados y la fecha del cheque del Tesoro remitido al tenedor.

Cualquier cantidad adelantada o invertida por el Gobierno para el cobro de este pagaré o para preservar o proteger la garantía del préstamo o de otra manera invertido bajo los términos de cualquier convenio de garantía u otro instrumento otorgado en relación con el préstamo aquí evidenciado, a opción del Gobierno, pasará a ser parte del préstamo y devengará intereses al mismo tipo de interés que el principal de la deuda aquí evidenciada y vencerá y será pagadera inmediatamente por el Prestatario al Gobierno sin necesidad de requerimiento.

La propiedad construida, mejorada, comprada o refinanciada en total o en parte con el préstamo aquí evidenciado no será arrendada, cedida, vendida, transferida o gravada voluntariamente o de otra forma, sin el previo consentimiento por escrito del Gobierno. A menos que el Gobierno consienta lo contrario por escrito, el Prestatario operará personalmente dicha propiedad como una finca si este préstamo es a dueño de finca (FO).

Si una "Consolidación y un Préstamo Subsiguiente", "Reducción de Deuda", "Consolidación", "Reestructuración" o una "Reamortización" es indicado en el encasillado superior de la primera página "Acción que Requiere Pagaré", este pagaré es otorgado para consolidar, reamortizar o evidenciar una reestructuración pero no en satisfacción del principal e intereses del siguiente pagaré(s) o convenio(s) de subrogación (nuevos términos):

CLAVE Y NUM. DEL PRESTAMO	VALOR DEL PAGARE	TASA DE INTERES	FECHA	PRESTATARIO ORIGINAL	ULTIMO PLAZO A VENCER
43-06	\$ 7,000.00	4.5 %	23 de marzo de 19 90	JOSE ALBERTO MALDONADO-MATIAS	23 de marzo de 1997
	\$	%	,19		,19
	\$	%	,19		,19
	\$	%	,19		,19
	\$	%	,19		,19
	\$	%	,19		,19
	\$	%	,19		,19

Los documentos de garantía tomados en relación con los préstamos evidenciados por estos pagarés descritos u otras obligaciones relacionadas son afectadas por el otorgamiento de esta consolidación, reamortización o reestructuración. Estos instrumentos de garantía continuarán en efecto y la garantía ofrecida para los préstamos evidenciados por los pagarés descritos permanecerán como garantía para el préstamo evidenciado por este pagaré y por cualquier otra obligación relacionada.

CONVENIO DE REFINANCIAMIENTO (GRADUACION): Si en cualquier tiempo el Gobierno determinare que el Prestatario puede obtener un préstamo de una cooperativa responsable u otra fuente de crédito privada a un tipo de interés y términos razonables para préstamos por tiempo y condiciones similares, el Prestatario, a requerimiento del Gobierno, solicitará y aceptará el préstamo en cantidad suficiente para satisfacer este pagaré en su totalidad y pagar las acciones necesarias si el prestamista es una cooperativa.

CONVENIO DE CONSERVACION DE TERRENOS ALTAMENTE ERODABLES Y PANTANOSOS: El Prestatario reconoce que el préstamo descrito en este pagaré estará en incumplimiento si alguna parte del préstamo es usado para un propósito que contribuya a la erosión excesiva de terreno altamente erodable o para la conversión de terreno pantanoso para producir una cosecha agrícola según explicado en el Exhibit M de la Subparte C de la Parte 1940 del 7CFR. Si (1) el término del préstamo excede del lro. de enero de 1990, pero no al lro. de enero de 1995, y (2) el prestatario intenta producir una cosecha en terreno altamente erodable, que está exento de las restricciones del Exhibit M hasta el lro. de enero de 1990, o dos años después de que el Servicio de Conservación de Suelos (SCS) haya completado un plan de conservación para la finca del prestatario, lo que ocurra más tarde, el prestatario además conviene que anterior a la pérdida de la exención de la restricción de conservación de terreno altamente erodable, según la parte 12 del 7CFR, el prestatario deberá demostrar que está activamente aplicando en el terreno altamente erodable un plan de conservación de suelos aprobado por el Servicio de Conservación de Suelos (SCS) o el correspondiente Distrito de Conservación de Suelos, si el término del préstamo excede al lro. de enero de 1995. El prestatario además conviene en que deberá demostrar antes del lro. de enero de 1995 que cualquier producción de cosechas en terrenos altamente erodables después de esa fecha se hará de acuerdo a un plan de conservación aprobado por el Servicio de Conservación de Suelos (SCS) o por el Distrito de Conservación, de acuerdo a los requisitos del Servicio de Conservación de Suelos.



INCUMPLIMIENTO: La falta de pago a su vencimiento de cualquier deuda aquí evidenciada o el incumplimiento de cualquier condición o acuerdo bajo este documento constituirá incumplimiento bajo cualquier otro instrumento evidenciando una deuda del Prestatario asegurada o garantizada por el Gobierno o en cualquier otra forma relacionada con dicha deuda; el incumplimiento bajo cualquier otro instrumento constituirá incumplimiento bajo los términos de este pagaré, COMETIDO CUALQUIER INCUMPLIMIENTO, el Gobierno, a su opción, podrá declarar toda o parte de dicha deuda vencida y pagadera inmediatamente.

Este pagaré se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierno de conformidad con la "Consolidated Farm and Rural Development Act" o el "Emergency Agricultural Credit Adjustment Act of 1978" y para el tipo de préstamo según indicado en el encasillado "CLASE DE PRESTAMO". Este pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultores y a sus futuros reglamentos no inconsistentes con las estipulaciones aquí consagradas.

Presentación, protesto y aviso son por la presente expresamente renunciados.

(SELLO)

*Jose Alberto Maldonado Matias*  
JOSE ALBERTO MALDONADO MATIAS (Prestatario)  
c/p José A. Maldonado Matías

(SELLO)

*Ana Rosa Velazquez Crespo*  
ANA ROSA VELÁZQUEZ CRESPO (Prestatario)  
c/p ANA ROSA VELAZQUEZ

Apartado 208  
(Dirección del Prestatario)  
Castañer, PR -00631

REGISTRO DE ADELANTOS

CANTIDAD	FECHA	CANTIDAD	FECHA	CANTIDAD	FECHA
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL				\$	



EXHIBIT

8

Forma FmHA 427-1(S) PR  
(Rev. 10-82)

----- NUMERO OCHENTA Y UNO (81) -----  
NUMBER

----- HIPOTECA VOLUNTARIA -----  
VOLUNTARY MORTGAGE

En LA CIUDAD DE Adjuntas, Puerto Rico hoy día veintinueve de julio  
in de mil novecientos noventa y uno.

----- ANTE MI -----  
BEFORE ME

----- JOSE A. SALICETI MALDONADO -----

Abogado y Notario Público de la Isla de Puerto Rico con residencia en Adjuntas,  
Attorney and Notary Public for the Island of Puerto Rico, with residence in  
Puerto Rico y oficina en Adjuntas, Puerto Rico.

----- COMPARECEN -----  
APPEAR

Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denomina-  
The persons named in paragraph TWELFTH of this mortgage

dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales  
hereinafter called the "mortgagor" and whose personal circumstances

aparecen de dicho párrafo.  
appear from said paragraph.

Doy fe del conocimiento personal de los comparecientes, así como por sus dichos  
I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their

de su edad, estado civil, profesión y vecindad.  
statements which I believe to be true of their age, civil status, profession and residence.

Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración  
They assure me that they are in full enjoyment of their civil rights, and the free administration

de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorga-  
of their property, and they have, in my judgment, the necessary legal capacity to grant this

miento.  
voluntary mortgage.

----- EXPONEN -----  
WITNESSETH:

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el  
FIRST: That the mortgagor is the owner of the farm or farms described in

párrafo UNDECIMO así como de todos los derechos e intereses en las mismas,  
paragraph ELEVENTH of this mortgage, and of all rights and interest in the same

denominada de aquí en adelante "los bienes".  
hereinafter referred to as "the property".

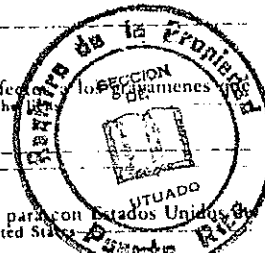
SEGUNDO: Que los bienes aquí hipotecados están afectados por los gravámenes  
SECOND: That the property mortgaged herein is subject to the

se especifican en el párrafo UNDECIMO.  
specified in paragraph ELEVENTH herein.

TERCERO: Que el deudor hipotecario viene obligado para con los Estados Unidos de  
THIRD: That the mortgagor has become obligated to the United States of

América, actuando por conducto de la Administración de Hogares de Agriculto-  
of America, acting through the Farmers Home Administration,

res, denominado de aquí en adelante el "acreedor hipotecario", en relación con  
hereinafter called the "mortgagee" in connection with



un préstamo o préstamos evidenciado por uno o más pagarés o convenio de sub-  
a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)-----

rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por  
hereinafter called "the note" whether one or more. It is required by-----

el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de  
the Government that additional monthly payments of one-twelfth of the-----

las contribuciones, avaluos (impuestos), primas de seguros y otros cargos que se  
taxes, assessments, insurance premiums and other charges-----

hayan estimado sobre la propiedad hipotecada.-----  
estimated against the property.-----

CUARTO: Se sobreentiende que:-----  
FOURTH: It is understood that:-----

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la  
(One) The note evidences a loan or loans to the mortgagor in the-----

suma de principal especificada en el mismo, concedido con el propósito y la inten-  
principal amount specified therein made with the purpose and intention-----

ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y  
that the mortgagee, at any time, may assign the note and-----

asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno  
insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One-----

consolidando la Administración de Hogares de Agricultores o el Título Quinto de  
consolidating the Farmers Home Administration or Title Five of-----

la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmenda-  
the Housing Act of Nineteen Hundred and Forty-Nine, as amended.-----

das.-----

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede  
(Two) When payment of the note is guaranteed by the mortgagee-----

ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el  
it may be assigned from time to time and each holder of the insured note, in turn,-----

prestamista asegurado.-----  
will be the insured lender.-----

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acre-  
(Three) When payment of the note is insured by the mortgagee, the-----

dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con  
mortgagee will execute and deliver to the insured lender along-----

el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-  
with the note an insurance endorsement insuring the payment of the note fully as to principal-----

tereses de dicho pagaré.-----  
and interest.-----

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor  
(Four) At all times when payment of the note is insured by the mortgagee,-----

hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado,  
the mortgagee by agreement with the insured lender-----

determinarán en el endoso de seguro la porción del pago de intereses del pagaré  
set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-  
-----

que será designada como "carga anual".-----  
ments on the note, to be designated the "annual charge".-----

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene-  
(Five) A condition of the insurance of payment of the note will be that the holder-----

dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales-  
will forego his rights and remedies against the mortgagor and any-----



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querra otros en relación con dicho préstamo así como también a los beneficios  
others in connection with said loan, as well as any benefit-----

de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento  
of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the

del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de  
mortgagee's request will assign the note to the mortgagee should the mortgagee-----

violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en  
violate any covenant or agreement contained herein, in the note, or any-----

cualquier convenio suplementario por parte del deudor.-----  
supplementary agreement.-----

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo  
(Six) It is the purpose and intent of this mortgage that, among other things,-----

tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en  
at all times when the note is held by the mortgagee, or in the event the-----

que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca  
mortgagee should assign this mortgage without insurance of the note, this mortgage-----

garantizará el pago del pagaré pero cuando el pagaré esté en poder de un presta-  
shall secure payment of the note; but when the note is held by an insured-----

mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte  
lender, this mortgage shall not secure payment of the note or attach to-----

de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda,  
the debt evidenced thereby, but as to the note and such debt-----

constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario  
shall constitute an indemnity mortgage to secure the mortgagee-----

contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incum-  
against loss under its insurance endorsement by reason of any default-----

plimiento por parte del deudor hipotecario.-----  
by the mortgagor.-----

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré  
FIFTH: That, in consideration of said loan and (a) at all times when the note-----

conservado por el acreedor hipotecario, o en el caso de que el acreedor hipote-  
held by the mortgagee, or in the event the mortgagee-----

ario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del  
should assign this mortgage without insurance of the payment of the note, in guarantee of the

Importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE-  
amount of the note as specified in subparagraph (one) of paragraph NINTH-----

NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho  
hereof, with interest at the rate stipulated, and to secure prompt payment of the-----

pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y  
note and any renewals and extensions thereof and any agreements contained therein,-----

(b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan-  
(b) at all times when the note is held by an insured lender, in guarantee-----

tía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí  
of the amounts specified in subparagraph 2Two of paragraph NINTH hereof-----

consignado para garantizar el cumplimiento del convenio del deudor hipotecario  
for securing the performance of the mortgagor's agreement-----

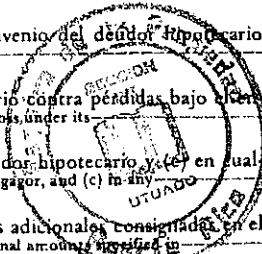
de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el  
herein to indemnify and save harmless the mortgagee against loss, under its-----

doso de seguro por razón de incumplimiento del deudor hipotecario, y (c) en cual-  
insurance endorsements by reason of any default by the mortgagor, and (c) in any-----

quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el  
event and at all times whatsoever, in guarantee of the additional amounts specified in-----



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subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el  
subparagraph (Three) of paragraph NINTH hereof, and to secure the

cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí  
performance of every covenant and agreement of the mortgagor

contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por  
contained herein or in any supplementary agreement, the mortgagor

la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre  
herby constitutes a voluntary mortgage in favor of the mortgagee on

los bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los  
the property described in paragraph ELEVENTH hereof, together with all rights,

derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes  
interests easements, hereditaments and appurtenances thereto belonging,

a los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e  
the rents, issues and profits thereof and revenues and

ingreso de los mismos, toda mejora o propiedad personal en el presente o que en  
income therefrom, all improvements and personal property now or

el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos,  
later attached thereto or reasonably necessary to the use thereof,

sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a  
all water, water rights and shares in the same pertaining to

las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario  
the farms and all payments at any time owing to the mortgagor

por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación  
by virtue of any sale, lease, transfer, conveyance or total or

total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre  
partial condemnation of or injury to any part thereof or interest

ellas, siendo entendido que este gravámen quedará en toda su fuerza y vigor hasta  
therein, it being understood that this lien will continue in full force and effect until

que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y  
all amounts as specified in paragraph NINTH hereof, with interest before and

después del vencimiento hasta que los mismos hayan sido pagados en su totalidad  
after maturity until paid, have been paid in full.

En caso de ejecución, los bienes responderán del pago del principal, los intereses  
In case of foreclosure, the property will be answerable for the payment of the principal, interest

antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el ac-  
thereon before and after maturity until paid, losses sustained by the

dor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cual-  
mortgagee as insurer of the note, taxes, insurance premiums, and

quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor  
other disbursements and advances by the mortgagee for the mortgagor's account

hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas,  
with interest until repaid to the mortgagee, costs, expenses and

gastos y honorarios de abogado del acreedor hipotecario, toda extensión o reno-  
attorney's fees of the mortgagee all extensions and renewals of any of

vación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma  
said obligations, with interest on all and all other charges and additional

adicional especificada en el párrafo NOVENO de este documento.  
amounts as specified in paragraph NINTH hereof.

SEXTO: El deudor hipotecario expresamente conviene lo siguiente:  
SIXTH: That the mortgagor specifically agrees as follows:

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda  
(One) To pay promptly when due any indebtedness



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asegurada e indemnizar y conservar lise de pérdida al acreedor hipotecario  
to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any

bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario.  
loss under its insurance of payment of the note by reason of any default by the mortgagor.

En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el  
At all times when the note is held by an insured lender, the

deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor  
mortgagor shall continue to make payments on the note to the mortgagee,

hipotecario como agente cobrador del tenedor del mismo.  
as collection agent for the holder.

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación  
(Two) To pay to the Mortgagee any initial fees for inspection and appraisal

y cualquier cargo por delincuencia requerido en el presente o en el futuro por los  
and any delinquency charges, now or hereafter required by

reglamentos de la Administración de Hogares de Agricultores.  
regulations of the Farmer's Home Administration.

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegu-  
(Three) At all times when the note is held by an insured lender,

rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos  
any amount due and unpaid under the terms of the note, less

la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor  
the amount of the annual charge, may be paid by the mortgagee to the holder

del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido  
of the note to the extent provided in the insurance endorsement

en el párrafo CUARTO anterior por cuenta del deudor hipotecario.  
referred to in paragraph FOURTH hereof for the account of the mortgagor.

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído  
Any amount due and unpaid under the terms of the note, whether it is held

por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada  
by the mortgagee or by an insured lender, may be credite

por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto  
by the mortgagee on the note and thereupon shall constitute an advance

por el acreedor hipotecario por cuenta del deudor hipotecario.  
by the mortgagee for the account of the mortgagor.

Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-  
Any advance by the mortgagee as described in this

párrafo devengará intereses a razón del CUATRO Y MEDIO-  
subparagraph shall bear interest at the rate of

por ciento ( 4.50 0/0 )  
per cent ( 4.50 0/0 )

anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor  
per annum from the date on which the amount of the advance was due to the date of payment

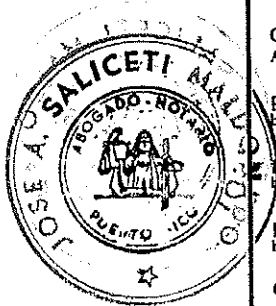
hipotecario lo satisfaga.  
to the mortgagee.

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier  
(Four) Whether or not the note is insured by the mortgagee, any

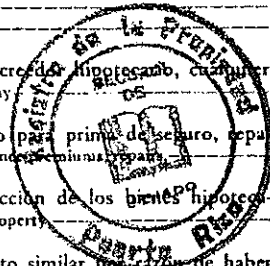
o todo adelanto hecho por el acreedor hipotecario para prima de seguro, depu-  
and all amount advanced by the mortgagee for property insurance premium, depu-

raciones, gravámenes u otra reclamación en protección de los bienes hipotec-  
liens and other claims, for the protection of the mortgaged property

dos o para contribuciones o impuestos u otro gasto similar por razón de haber  
or for taxes or assessments or other similar charges by reason of the



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el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón  
mortgagor's failure to pay the same, shall bear interest at the rate-----

del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos  
stated in the next preceding subparagraph from the date of the advance-----

hasta que los mismos sean satisfechos por el deudor hipotecario.  
until repaid to the mortgagee-----

(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipo-  
(Five) All advances made by mortgagee as described in this mortgage-----

teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipo-  
with interest, shall be immediately due and payable by the mortgagor-----

tecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio  
to mortgagee without demand at the-----

designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto  
place designated in the note and shall be guaranteed hereby. No such advance-----

hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación  
by mortgagee shall relieve the mortgagor from breach of his covenant-----

del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los  
to pay. Such advances, with interest shall be repaid from the-----

primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo  
first available collections received from mortgagor. Otherwise, any payments-----

pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier  
payment made by mortgagor may be applied on the note or any-----

otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor  
indebtedness to mortgagee secured hereby, in any order mortgagee-----

hipotecario determinare.  
determines-----

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para  
(Six) To use the loan evidenced by the note solely-----

los propósitos autorizados por el acreedor hipotecario.  
for purposes authorized by mortgagee-----

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravá-  
(Seven) To pay when due all taxes, special assessments, liens-----

menes y cargas que graven los bienes o los derechos o intereses del deudor hipo-  
and charges encumbering the property or the right or interest of mortgagee-----

tecario bajo los términos de esta hipoteca.  
under the terms of this mortgage-----

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requie-  
(Eight) To procure and maintain insurance against fire and other hazards as required-----

ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bie-  
by mortgagee on all existing buildings and improvements on the pro-----

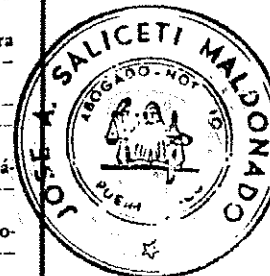
nes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y  
perty and on any buildings and improvements put there on in the future. The insurance against  
fire and other hazards will be in the form and amount and on terms and conditions-----

aprobare el acreedor hipotecario.  
approved by mortgagee-----

(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las  
(Nine) To keep the property in good condition and promptly make all-----

reparaciones necesarias para la conservación de los bienes; no cometerá ni per-  
necessary repairs for the conservation of the property; he will not commit nor-----

mitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá  
permit to be committed any deterioration of the property; he will not remove nor demolish-----





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ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca,  
any building or improvement on the property; nor will he cut or remove wood from the farm

ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros  
nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other

minerales sin el consentimiento del acreedor hipotecario y prontamente llevará  
minerals without the consent of mortgagee, and will promptly carry out

a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo  
the repairs on the property that the mortgagee may request from time

en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación  
to time. Mortgagor shall comply with such farm conservation practices

de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en  
and farm and home management plans as mortgagee from time to

tiempo pueda prescribir.  
time may prescribe.

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se iden-  
(Ten) If this mortgage is given for a loan to a farm owner as identified

tifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor  
in the regulations of the Farmers Home Administration, mortgagor

hipotecario personalmente operará los bienes por sí y por medio de su familia como  
will personally operate the property with his own and his family labor as a farm and for no other

una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a  
purpose and will not lease the farm or any part of it

menos que el acreedor hipotecario consienta por escrito en otro método de opera-  
unless mortgagee agrees in writing to any other method of operation

ción o al arrendamiento.  
or lease.

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la  
(Eleven) To submit in the form and manner mortgagee may require,

información de sus ingresos y gastos y cualquier otra información relacionada con  
information as to his income and expenses and any other information in regard to the

la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos  
operation of the property, and to comply with all laws, ordinances, and regulations

que afecten los bienes o su uso.  
affecting the property or its use.

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el  
(Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times

derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía  
to inspect and examine the property for the purpose of ascertaining whether or not

otorgada está siendo mermada o deteriorada y si dicho examen o inspección deter-  
the security given is being lessened or impaired, and if such inspection or examination shall

minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mer-  
disclose, in the judgment of mortgagee, that the security given is being lessened

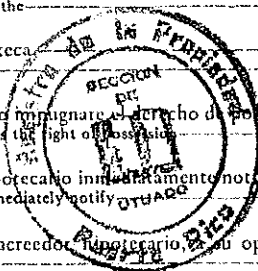
mada o deteriorada, tal condición se considerará como una violación por parte del  
or impaired, such condition shall be deemed a breach by the

deudor hipotecario de los convenios de esta hipoteca.  
mortgagor of the covenants of this mortgage.

(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión  
(Thirteen) If any other person interferes with or contests the right of possession

del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará  
of the mortgagor to the property, the mortgagor will immediately notify

al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción,  
mortgagee of such action, and mortgagee at its option





podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus  
may institute the necessary proceedings in defense of its-----

intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos  
interest, and any costs or expenditures incurred by mortgagee by said-----

procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán  
proceedings will be charged to the mortgage debt and considered-----

garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria  
by this mortgage within the additional credit of the mortgage clause-----

para adelantos, gastos y otros pagos.  
for advances, expenditures and other payments.-----

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente  
(Fourteen) If the mortgagor at any time while this mortgage remains in effect-----

esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acree-  
should abandon the property or voluntarily deliver it to mortgagee,-----

dor hipotecario, el acreedor hipotecario es por la presente autorizado y con pode-  
mortgagee is hereby authorized and empowered-----

res para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar  
to take possession of the property, to rent and administer the same and collect-----

sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los  
the rents, benefits, and income from the same and apply them first to the-----

gastos de cobro y administración y en segundo término al pago de la deuda eviden-  
costs of collection and administration and secondly to the payment of the debt evidenced-----

ciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada,  
by the note or any indebtedness to mortgagee hereby guaranteed,-----

en el orden y manera que el acreedor hipotecario determinare.  
in what ever order and manner mortgagee may determine.-----

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor  
(Fifteen) At any time that mortgagee determines that mortgagor-----

hipotecario puede obtener un préstamo de una asociación de crédito para produc-  
may be able to obtain a loan from a credit association for production-----

ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un  
a Federal Bank or other responsible source, cooperative or private, at a-----

tipo de interés y términos razonables para préstamos por tiempo y propósitos  
rate of interest and reasonable periods of time and purposes,-----

similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará  
mortgagor, at mortgagee's request will apply for and accept-----

y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones nece-  
said loan in sufficient amount to pay the note and any other indebtedness secured hereby and to-----

sarias en la agencia cooperativa en relación con dicho préstamo.  
purchase any necessary shares of stock in the cooperative agency in regard to said loan.-----

(Dieciséis) El incumplimiento de cualesquiera de las obligaciones garantizadas  
(Sixteen) Should default occur in the performance or discharge of any obligation secured-----

por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluida como  
by this mortgage, or should mortgagor, or any one of the persons herein called-----

deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliera  
mortgagor, default in the payment of any amounts or violate or fail to comply-----

con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido  
with any clause, condition, stipulation, covenant, or agreement contained herein,-----

o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado  
or in any supplementary agreement, or die or be declared an-----

incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acree-  
incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of-----



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dóres, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, creditors, or should the property or any part thereof or interest therein be assigned,

vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise,

sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es without the written consent of mortgagee, mortgagee is

irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, at its option, and without notice: (One) to

declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounts unpaid under the note, and any indebtedness

al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and

proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) to foreclose this mortgage in accordance with law and the provisions hereof; (Two)

incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the

bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as

conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, insurance premium,

seguro y cualquier otro pago o gasto para la protección y conservación de los bienes and any other expenses or costs for the protection and preservation of the property

y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three)

de solicitar la protección de la ley. request the protection of the law.

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario (Seventeen) Mortgagor will pay, or reimburse mortgagee

todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos for all necessary expenses for the fulfillment of the covenants and agreements

de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in of this mortgage and of the note and of any supplementary agreement, including

cluyendo los gastos de mensura, evidencia de título, costas, inscripción y hono- the costs of survey, evidence of title, court costs, recordation fee and

rarios de abogado. attorney's fees.

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and

hacer cumplir en una fecha subsiguiente a los mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement

obligaciones aquí contenidos o similares u otros convenios, y sin afectar la respon- obligation herein set forth, and without affecting the liability

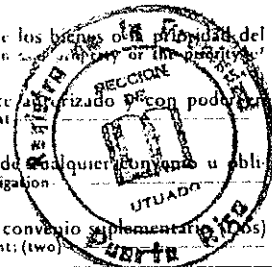
sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí of any person for payment of the note or any indebtedness

garantizada y sin afectar el gravamen impuesto sobre los bienes o la propiedad del secured hereby, and without affecting the lien created upon the property or the property

gravamen, el acreedor hipotecario es por la presente autorizado y con poderes at said lien, the mortgagee is hereby authorized and empowered at

cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obli- any time (one) waive the performance of any covenant or obligation

gación aquí contenida o en el pagaré o en cualquier convenio suplementario (dos) contained herein or in the note or any supplementary agreement; (two)



negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier  
deal in any way with mortgagor or grant to mortgagor any

indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el  
indulgence or forbearance or extension of the time for payment of the note (with the

consentimiento del tenedor de dicho pagaré cuando esté en manos de un presta-  
consent of the holder of the note when it is held by

mista asegurado) o para el pago de cualquier deuda a favor del acreedor hipoteca-  
an insured lender) or for payment of any indebtedness to mortgagee

rio, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cual-  
hereby secured; or (three) execute and deliver partial releases of any

quier parte de los bienes de la hipoteca aquí constituida u otorgar diferimiento o  
part of said property from the lien hereby created or grant deferment or

postergación de esta hipoteca a favor de cualquier otro gravámen constituído sobre  
postponement of this mortgage to any other lien over

dichos bienes.  
said property.

(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca,  
(Nineteen) All right, title and interest in or to this mortgage.

incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones  
including but not limited to the power to grant consents, partial releases,

parciales, subordinación, cancelación total, radica sola y exclusivamente en el  
partial releases, subordination, and satisfaction, shall be vested solely and exclusively in

acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o in-  
mortgagee, and no insured lender shall have any right, title or interest

terés alguno en o sobre el gravámen y los beneficios aquí contenidos.  
in or to the lien or any benefits herein contained.

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales-  
(Twenty) Default hereunder shall constitute default under any

quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles pose-  
other real estate or crop or chattel mortgage held

o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipo-  
or insured by mortgagee and executed or assumed by mortgagor,

otecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía  
and default under any such other security instrument shall

constituirá incumplimiento de esta hipoteca.  
constitute default hereunder.

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será  
(Twenty-One) All notices to be given under this mortgage shall

remitido por correo certificado a menos que se disponga lo contrario por ley, y  
be sent by certified mail unless otherwise required by law,

será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto,  
and shall be addressed until some other address is designated in a notice so given,

en el caso del acreedor hipotecario a Administración de Hogares de Agricultores,  
in the case of mortgagee to Farmers Home Administration,

Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el  
United States Department of Agriculture, San Juan, Puerto Rico, and in the

caso del deudor hipotecario, a él a la dirección postal de su residencia según se  
case of mortgagor to him at the post office address of his residence as stated

especifica más adelante.  
hereinafter.

(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario  
(Twenty-Two) Mortgagor by these presents grants to mortgagee



*[Handwritten signature]*

*[Handwritten signature]*

el importe de cualquier sentencia obtenida por expropiación forzosa para uso  
the amount of any judgment obtained by reason of condemnation proceedings for public

público de los bienes o parte de ellos así como también el importe de la sentencia  
use of the property or any part thereof as well as the amount of any judgment

por daños causados a los bienes. El acreedor hipotecario aplicará el importe as  
for damages caused to the property. The mortgagee will apply the amount so

recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del  
received to the payment of costs incurred in its collection and the balance to the payment

pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta  
of the note and any indebtedness to the mortgagee secured by this

hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.  
mortgage, and if any amount then remains, will pay such amount to mortgagor.

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso  
SEVENTH: That for the purpose of the first sale to be held in case

de ejecución de esta hipoteca, de conformidad con la ley hipotecaria, según enmen-  
of foreclosure of this mortgage, in conformity with the mortgage law, as amended,

dada, el deudor hipotecario por la presenta tasa los bienes hipotecados en la suma  
mortgagor does hereby appraise the mortgaged property in the amount

de DIEZ MIL DOLARES (\$10,000.00), responden tanto para la tasación  
of

como para la responsabilidad hipotecaria.

OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requeri-  
EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be

miento y se considerará en mora sin necesidad de notificación alguna por parte  
considered in default without the necessity of any notification of default or demand for pay-

del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Ad-  
ment on the part of mortgagee. This mortgage is subject to the rules and regulations of the

ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos,  
ners Home Administration now in effect, and to its future regulations

no inconsistentes con los términos de esta hipoteca, así como también sujeta a  
not inconsistent with the provisions of this mortgage, as well as to the

leyes del Congreso de Estados Unidos de America que autorizan la asignación  
law of the Congress of the United States of America authorizing the making and

y aseguramiento del préstamo antes mencionado.  
insuring of the loan hereinbefore mentioned.

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:  
NINTH: The amounts guaranteed by this mortgage are as follows:

Uná. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de  
One. At all times when the note mentioned in paragraph THIRD of

esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor  
this mortgage is held by mortgagee, or in the event mortgagee

hipotecario cedere esta hipoteca sin asegurar el pagaré! SIETE MIL DOSCIENTOS  
should assign this mortgage without insurance of the note,

CUARENTA Y CINCO DOLARES CON DIEZ CENTAVOS

DOLARES (\$7,245.10) )  
DOLLARS (\$ )

el principal de dicho pagaré, con sus intereses según estipulados a razón de  
the principal amount of said note, together with interest as stipulated therefor at the rate of

cuatro y medio por ciento (4 1/2%) anual  
per cent (4 1/2%) per annum

y Ciento Ochenta Dolares con Treinta y Siete Centavos (\$180.37) de intereses no ca-  
pitales para un total de SIETE MIL CUATROCIENTOS VEINTICINCO DOLARES CON  
CUARENTA Y SIETE CENTAVOS (\$7,425.47). El plan de pago de los intereses de la siguiente

DOLARES (\$ 7,425.47-----)  
DOLLARS (\$ -----)

para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado  
for indemnifying the mortgagee for advances to the insured lender

por motivo del incumplimiento del deudor hipotecario de pagar los plazos según  
by reason of mortgagor's failure to pay the installments as

se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO,  
specified in the note, with interest as stated in paragraph SIXTH.

Tercero:  
Three:

(B) ONCE MIL CIENTO TREINTA Y OCHO DOLARES CON VEINTIUN CENTAVOS---

DOLARES (\$ 11,138.21-----)  
DOLLARS (\$ -----)

para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda  
for indemnifying the mortgagee further against any loss it might

adquirir bajo su seguro de pago del pagaré.  
acquire under its insurance of payment of the note;

En cualquier caso y en todo tiempo:  
In any event and at all times whatsoever:

A CINCO MIL NOVECIENTOS SETENTA DOLARES CON DIECINUEVE CENTAVOS---

(C) CINCO MIL NOVECIENTOS SETENTA DOLARES CON DIECINUEVE CENTAVOS-----  
(C) \$ 5,970.19----- ) para intereses después de mora:-----  
 ) for default interest:-----

(B) CINCO MIL CUATROCIENTOS OCHENTA Y CINCO DOLARES CON CERO NUSVE-----  
(B) \$ 5,485.09-----

(C) CINCO MIL CINCO CIENTOS CINCUENTA Y CINCO DOLARES CON CINCO NUSVE-----  
(C) \$ 5,555.55----- ) para contribuciones, seguro y otros adelantos para la con-  
 ) for taxes, insurance and other advances for the preservation

servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo  
and protection of this mortgage, with interest at the rate stated in paragraph

SEXTO. Tercero:  
SIXTH, Three:

(C) CINCO MIL CINCUENTA Y DOS DOLARES CINCUENTA Y CUATRO-----  
(C) \$ 5,052.54-----

(C) CINCO MIL CINCUENTA Y DOS DOLARES CINCUENTA Y CUATRO-----  
(C) \$ 5,052.54----- ) para costas, gastos y honorarios de abogado en caso  
 ) for costs, expenses and attorney's fees in case

de ejecución;  
of foreclosure:

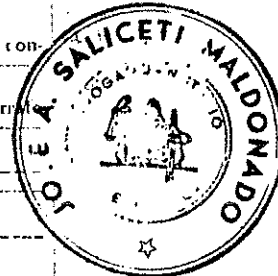
(B) CINCO MIL CINCUENTA Y DOS DOLARES CINCUENTA Y CUATRO CENTAVOS  
(B) \$ 5,052.54-----

(C) CINCO MIL CINCUENTA Y DOS DOLARES CINCUENTA Y CUATRO-----  
(C) \$ 5,052.54----- ) para costas y gastos que incurriere el acreedor hipoteca-  
 ) for costs and expenditures incurred by the mortgagee in

rio en procedimientos para defender sus intereses contra cualquier persona que inter-  
proceedings to defend its interests against any other person interfering with

venga o impugne el derecho de posesión del deudor hipotecario a los bienes según  
or contesting the right of possession of mortgagor to the property as

se consigna en el párrafo SEXTO, Trece.  
provided in paragraph (SIXTH, Thirteen.



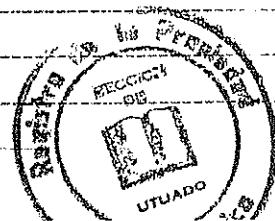
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12-A

## PLAN DE PAGO

---El pagaré por la suma de principal de SIETE MIL DOSCIENTOS CUARENTA Y CINCO DOLARES CON DIEZ CENTAVOS(\$7,245.10), más intereses sobre el principal adeudado al cuatro y medio por ciento (4.50%) anual y CIENTO OCHENTA DOLARES CON TREINTA Y SIETE DOLARES(\$180.37) de intereses no capitalizables para un total de SIETE MIL CUATROCIENTOS VEINTICINCO DOLARES CON CUARENTA Y SIETE CENTAVOS(\$7,425.47), será pagado en diez años(10) en once (11) plazos como se indica mas abajo, excepto si es modificado por un tipo de interés diferente en o antes de las siguientes fechas:---

---NOVECIENTOS TREINTA Y CINCO DOLARES EN enero primero de mil novecientos noventa y dos(1-1-1992) y NOVECIENTOS TREINTA Y CINCO DOLARES subsiguiente cada enero primero hasta que el principal e intereses sean completamente pagados excepto que el plazo final de la deuda aquí evidenciada, de no ser pagada anteriormente, vencerá y será pagadera a los Diez(10) años de la fecha de este pagaré.---



PR

DI. MO: Que el (los) pagaré(s) a que se hace referencia en el párrafo TERCERO  
 TENTH: That the note(s) referred to in paragraph THIRD

de esta hipoteca es (son) descrito(s) como sigue:  
 of this mortgage is(are) described as follows:

"Pagaré otorgado en el caso número

"Promissory note executed in case number *noventa y tres guión treinta y dos*  
*guión quince*

fechado el día *veinti*  
 dated the *nueve de julio de mil*

de *veinti* de mil novecientos  
 day of *veinti* nineteen hundred and *noventa y*  
*uno*

por la suma de *Siete Mil Cuatrocientos*  
 in the amount of *Veinticinco Dólares con Cuarenta y Siete Centavos*

(\$7,425.47) dólares de principal más  
 of principal plus

intereses sobre el balance del principal adeudado a razón del *CUATRO Y MEDIO*  
 interest over the unpaid balance at the rate of

( *4.50* ) por ciento anual.  
 percent per annum.

hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condi  
 until the principal is totally paid according to the terms, installments,

ciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos  
 conditions and stipulation contained in the promissory note and as agreed

entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí  
 between the borrower and the Government, except that the final installment of the

representada, de no haber sido satisfecho con anterioridad, vencerá y será pagadero  
 entire debt herein evidenced, if not sooner paid, will be due

a los *DIEZ AÑOS (10)*  
 and payable

años de la fecha de este pagaré.  
 years from the date of this promissory note.

Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el  
 said promissory note is given as evidence of a loan made by the

Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados  
 Government to the borrower pursuant to the law of the Congress of the United

Unidos de América denominada "Consolidated Farm and Rural Development Act  
 States of America known as "Consolidated Farm and Rural Development Act

of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según  
 of 1961" or pursuant to "Title V of the Housing Act of 1949, as

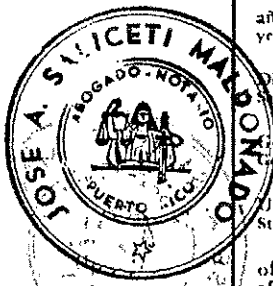
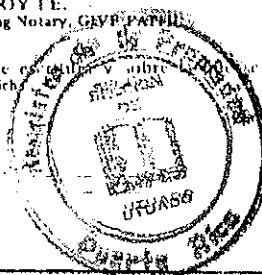
han sido enmendadas y está sujeto a los presentes reglamentos de la Administra  
 amended, and is subject to the present regulations of the Farmers

de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha  
 Home Administration and to its future regulations not inconsistent with the

Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE.  
 express provision thereof. Of which description I, the authorizing Notary, GIVE FEELING

UNDECIMO: Que la propiedad objeto de la presente  
 ELEVENTH: That the property object of this deed and over which

constituye Hipoteca Voluntaria, se describe como sigue:  
 voluntary mortgage is constituted, is described as follows:



equivalentes a diez hectáreas, cero siete áreas, treinta y cinco centíáreas y noventa miliáreas, colindando al Norte, con la-----  
 Sucesión Rivera y Juan A. Benítez; por el Sur, con terrenos de-----  
 de Antonio Matías y Gregorio Maldonado, por el Este, con la-----  
 Sucesión de Luis Rivera y José A. Ruiz y al Oeste, con Juan A.-----  
 Benítez, Sucesión de Luis Rivera, Reinaldo González, Eugenio-----  
 Maldonado y Francisco Ferrandini.-----

Inscrita al folio treinta y tres del tomo doscientos diecinueve-----  
 de Adjuntas, finca número ocho mil cuatrocientos setenta y siete-----  
 inscripción cuarta.-----

RUSTICA: Predio de terreno número once, del caso café setecientos-----  
 noventa y siete radicada en el barrio Yahucan del término munici-----  
 cipal de Adjuntas, Puerto Rico, compuesto de TRES CUERDAS, equiva-----  
 lentes a una hectáreas, diecisiete áreas, noventa y una centíáreas-----  
 y mil ochocientos sesenta y ocho centésimas de otra, lindante por-----  
 el Norte, con la parcela número siete; por el Sur, con la parcela-----  
 número quince; por el Este, con la Sucesión de Antonio Benítez y-----  
 por el Oeste, con la parcela número diez. Dentro de la parcela-----  
 inscrita se encuentra una casa de concreto y bloques, construida-----  
 por la Puerto Rico Reconstruction Administration. \* Inscrita al fo-----

Adquirió el prestatario la descrita finca por lo ciento cuarenta y uno del-----  
 Borrower acquired the described property by loan de los folios ciento cuarenta y uno del-----  
 número cuatro mil novecientos treinta y dos. Adquirieron por compra a Eugenio Maldonado-----  
 Garçon-----

según consta de la Escritura Número cuarenta y cuatro (44)-----  
 pursuant to Deed Number-----

de fecha veinticuatro de septiembre de mil novecientos setenta y-----  
 dated cuatro-----

otorgada en la ciudad de Adjuntas, Puerto Rico-----  
 executed in the city of-----

ante el Notario Aura Nélida Pérez-----  
 before Notary-----

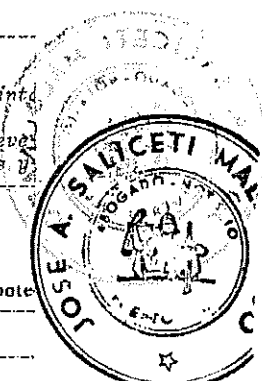
Dicha propiedad se encuentra los folios ciento cuarenta y uno y treinta-----  
 Said property is-----  
 y tres del tomo doscientos diecisiete y doscientos diecinueve-----  
 de Adjuntas, fincas números cuatro mil novecientos treinta y dos y-----  
 ocho mil cuatrocientos setenta y siete.-----

DUODECIMO: Que comparecen en la presente escritura como Deudores Hipote-----  
 TWELFTH: The parties appearing in the present deed as Mortgagors-----

carlos DON JOSE ALBERTO MALDONADO MATIAS, también conocido por-----  
 nec José A. Maldonado Matías----- su esposa DOÑA ANA ROSA-----  
 VELÁZQUEZ CRESCPO también conocido por Ana Rosa Velázquez-----  
 mayores de edad, casados entre sí, propietarios y vecinos de Adjuntas-----  
 Puerto Rico.-----

cuya dirección postal es: Apartado 208, Castañer, Puerto Rico 00631-----  
 whose postal address is:-----

DECIMO TERCERO: El importe del préstamo aquí consignado se usó ó será usado-----  
 THIRTEENTH: The proceeds of the loan herein guaranteed was used or will be used-----



Handwritten signature or mark.

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para fines agrícolas y la construcción y/o reparación y/o mejoras de las instalaciones  
for agricultural purposes and the construction and/or repair or improvement of the physical

físicas en la finca(s) descrita(s).  
installations on the described farm(s).

DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estruc-  
FOURTEENTH: The borrower will personally occupy and use any structure

tura que haya sido construída, mejorada o comprada con el importe del préstamo  
constructed, improved or purchased with the proceeds of the loan

aquí garantizado y no arrendará o usará para otros fines dicha estructura a menos  
herein guaranteed and shall not lease or use for other purposes said structure unless

que el Gobierno lo consienta por escrito. La violación de esta cláusula como la  
the Government so consents in writing. Violation of this clause as well as

violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el  
violation of any other agreement or clause herein contained will cause

vencimiento de la obligación como si todo el término hubiese transcurrido y en  
the debt to become due as if the whole term had elapsed and the

aptitud el Gobierno de declarar vencido o pagadero el préstamo y proceder a la  
Government at its option may declare due and payable the loan and proceed to

ejecución de la hipoteca.  
the foreclosure of the mortgage.

DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción  
FIFTEENTH: This mortgage expressly extends to all construction

o edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construc-  
or building existing on the farm(s) hereinbefore described and all improvement,

ción o edificación que se construya en dicha finca(s) durante le vigencia del prés-  
construction or building constructed on said farm(s) while the

tamo hipotecario constituido a favor del Gobierno, verificada por los actuales  
mortgage loan constituted in favor of the Government is in effect, made by the present

dueños deudores o por sus cesionarios o causahabientes.  
owners or by their assignees or successors.

DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada  
SIXTEENTH: The mortgagor by these presents hereby waives jointly and

solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o  
jointly for himself and on behalf of his heirs, assignees, successors or

representantes a favor del acreedor (Administración de Hogares de Agricultores).  
representatives, in favor of mortgagee (Farmers Home Administration)

cualquier derecho de Hogar Seguro (Homestead) que en el present o en el futuro  
any Homestead right (Homestead) that presently or in the future

pudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios  
he may have in the property described in paragraph eleventh and in the buildings

allí enclavados o que en el futuro fueran construídos; renuncia esta permitida  
thereon or which in the future may be constructed; this waiver being permitted

a favor de la Administración de Hogares de Agricultores por la Ley Número trece  
in favor of the Farmers Home Administration by Law Number Thirteen

(13) del veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31  
(13) of the twenty-eights of May, nineteen hundred sixty-nine (1969) (31

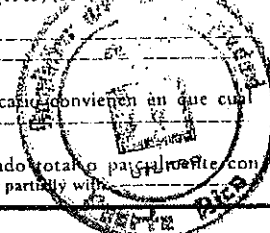
L.P.R.A. 1851)  
L.P.R.A. 1851)

DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cual  
SEVENTEENTH: Mortgagee and mortgagor agree that any

quier estufa, horno, calentador comprado o financiado total o parcialmente con  
stove, oven, water heater, purchased or financed completely or partially with



*(Handwritten signature)*



fondos del préstamo aquí garantizado, se considerará e interpretará como parte  
funds of the loan herein guaranteed, will be considered and understood to form part

de la propiedad gravada por esta Hipoteca.  
of the property encumbered by this Mortgage.

DECIMO OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse  
EIGHTEENTH: The mortgagor agrees and obligates himself to move

y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta  
and occupy the property object of this deed within the following sixty

días a partir de la fecha de la inspección final; y en caso de circunstancias impre-  
days from the date of final inspection, and in the event of unforeseen circumstances

vistas fuera del control del deudor hipotecario que le impidiera mudarse, éste lo  
beyond his control which would impede him to do so, he will

notificará por escrito al Supervisor Local.  
notify it in writing to the County Supervisor.

DECIMO NOVENO: Toda mejora, construcción o edificación que se construya  
NINETEENTH: All improvement, construction or building constructed

en dicha finca durante la vigencia antes mencionada deberá ser construida previa-  
on said farm(s) during the term hereinbefore referred to, must be made with the previous

autorización por escrito del acreedor hipotecario conforme a los reglamentos pre-  
consent in writing of mortgagee in accordance with present regulations

sentes y aquellos futuros que se promulguen de acuerdo a las leyes federales y  
or future ones that may be promulgated pursuant to the federal and

locales no inconsistentes o incompatibles con las leyes actuales que gobiernan  
local laws not inconsistent or incompatible with the present laws which govern

estos tipos de préstamos.  
these types of loans.

VIGESIMO: Este instrumento garantiza asimismo el rescate o recuperación de  
TWENTIETH: This instrument also secures the recapture of

cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios  
any interest credit or subsidy which may be granted to the borrower(s) by the

por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código  
Government pursuant to Forty-Two

de Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.S.C. 1490a)  
U.S.C. Fourteen Ninety-a (42 U.S.C. 1490a)

---VIGESIMO PRIMERO: Como parte de la cláusula de garantía de  
esta escritura se hace constar que además que el importe del préstamo  
también aquí consignado será usado para los siguientes fines:

---se hará un nuevo plan de pago al préstamo de Emergencia Designa-  
ción N- Ochocientos Cuarenta y Dos (M-040).



*[Handwritten signature]*

Forma FmHA 427-1(S) PR  
(Rev. 10-82)

ACEPTACION  
ACCEPTANCE

El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez  
The appearing party (parties) ACCEPT(S) this deed in the manner drawn once-----

yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.-----  
I, the authorizing Notary, have made to him (them) the pertinent legal warnings.-----

Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s)  
So they say and execute before me, the authorizing Notary, the appearing party (parties)-----

sin requerir la presencia de testigos después de renunciar su derecho a ello del que  
without demanding the presence of witnesses after waiving his (their) right to do so of which

le(s) advertí.-----  
I advised him (them).-----

Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n)  
After this deed was read by the appearing party(parties) he (they) ratify its-----

en su contenido, pone(n) sus iniciales en cada uno de los folios de esta escritura  
contents, place(s) his (their) initials on each of the folios of this deed-----

incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY  
including the last one, and all sign before me, the authorizing Notary who GIVES-----

FE de todo el contenido de esta escritura.-----  
FAITH to everything contained in this deed.-----

FIRMADOS: JOSE ALBERTO MALDONADO MATIAS, ANA ROSA VELAZQUEZ--  
CRESPO-----

AL MARGEN SUS INICIALES-----

(FIRMADO, SIGNADO, SELLADO Y RUBRICADO) JOSE A.  
SALICETI MALDONADO-----

Yo, el notario, certifico que la presente es copia fiel y exacta de  
la escritura número 81 que obra en mi protocolo de Ins-  
trumento. Por el presente certifico que el me remito. Que en  
dicho instrumento se han cancelado los co-  
rrespondientes impuestos de la Ley del Impuesto Notarial  
con el del 1991.

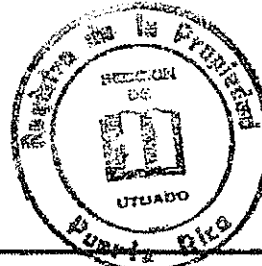
Al margen de la presente aparecen las iniciales de  
los otorgantes. En la parte inferior aparecen las firmas  
de los otorgantes.

EN FE DE LO CUAL, en la Ciudad de San Juan,  
Puerto Rico, a los 17 días del mes de Julio de 1991.

copia certificada, extendida en 17 hojas de papel legal, es-  
critas por una sola cara, signada, sellada, firmada y rubricada por

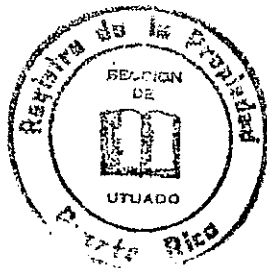
mí, dejando anotada en SACA en su original hoy día 29  
de Julio del 1991 CERTIFICO-----

NOTARIO PUBLICO



Presento este documento  
donde indican los  
notas marginales  
de cada una de las  
financas. Carga afecto  
a hipotecas por \$7000.00  
\$50000.00 a favor de  
E. U. A. y a lo que comprende  
este documento. Visto  
a 9 de Agosto de 1991.  
Exento

Don M. de la Hoya  
Registrador



10/29/91 *[Signature]*

Filed as entry: 58  
Log: 249  
Time: 2:40  
Date: Aug. 6, 91  
Property Records of Utuado

JOSE A. SALICETI  
ATTORNEY-NOTARY  
TELEPHONE: 829-2640 BOX 97  
ADJUNTAS, PUERTO RICO

NUMBER: 81

VOLUNTARY MORTGAGE DEED

FURNISHED BY: JOSE ALBERTO MALDONADO MATIAS  
ANA ROSA VELAZQUEZ CRESPO

TO: UNITED STATES OF AMERICA

IN: ADJUNTAS, P.R.

ON: JULY 29, 1991

[Translator's note: The preceding page is followed by a new page that is translated as follows:]

RURAL: Plot of land located in Barrio Yahuecas in the municipality of Adjuntas, Puerto Rico, with an area of TWENTY-FIVE AND SIXTY-THREE ONE HUNDREDTHS CUERDAS\*\*, equivalent to ten hectares, seven ares, thirty-five centiares and ninety milliares. With boundaries to the NORTH, with the heirs of Rivera and Juan A. Bennazar; to the SOUTH, with properties of Antonio Matías and Gregorio Maldonado; to the EAST, with the heirs of Luis Rivera and José A. Ruiz; and to the WEST, with Juan A. Bennazar, the heirs of Luis Rivera, Reinaldo González, Eugenio Maldonado and Francisco Fernandini.

Recorded on page thirty-three, volume two hundred and nineteen of Adjuntas, farm number eight thousand four hundred and seventy-seven, fourth recording.

RURAL: Plot of land, number eleven in case *café*\* seven hundred and ninety-seven, located in Barrio Yahuecas in the municipality of Adjuntas, Puerto Rico, consisting of THREE CUERDAS\*\*, equivalent to one hectare, seventeen ares, ninety-one centiares and one thousand eight hundred and sixty-eight hundredths of another. With boundaries to the NORTH, with plot number seven; to the SOUTH, with plot number fifteen; to the EAST, with the heirs of Antonio Bennazar; and to the WEST, with plot number ten. There is a house made of concrete and blocks, built by the Puerto Rico Reconstruction Administration on the described plot.

Recorded on page one hundred and forty-one, volume two hundred and seventeen of Adjuntas, farm number four thousand nine hundred and thirty-two, sixth recording.

The mortgagors acquired the described property through purchase from Mr. Eugenio Maldonado Sánchez, pursuant to deed number forty-four (44), executed in Adjuntas, Puerto Rico on September twenty-four, nineteen seventy-four, before the Notary Aura Nélida Pérez.

Said property is [recorded on] pages one hundred and forty-one and thirty-three, volumes two hundred and seventeen and two hundred and nineteen of Adjuntas, farms number four thousand nine hundred and thirty-two and number eight thousand four hundred and seventy-seven.

---

\* *Café* is the Spanish word for coffee; in this context it might be designating the letter "c", as in "c" as in "coffee".

\*\* "*Cuerda*" is an area measurement equivalent to 0.971 acre, 3,930.3956 sq. meters, or 42,291 sq. ft., 1 acre = 1.029.



TWELFTH: The parties appearing in the present deed as Mortgagors are MR. JOSE A. MALDONADO MATIAS, also known as José Maldonado Matías, Social Security number 582-76-3108 and MRS. ANA ROSA VELAZQUEZ CRESPO, also known as Ana Rosa Velázquez, Social Security number 580-90-6513, both of legal age, married to each other property owners and residents of Adjuntas, whose mailing address is: Box 628, Castañer, Puerto Rico, 00631.

THIRTEENTH: The loan amount consigned herein has been or will be used

[Translator's note: The preceding text is followed by a new page that begins as translated below:]

the proceeds of the loan secured herein, are considered and interpreted as part of the property encumbered by this mortgage.

EIGHTEENTH: The mortgagor agrees and obligates himself to move and occupy the property that is the subject of this deed within sixty days of final inspection and, should unexpected circumstances arise that are beyond his control, he will notify the County Supervisor in writing.

NINETEENTH: Any improvements, construction or building constructed on said farm(s) during the term hereinbefore mentioned, must be made with the prior consent of the mortgagee, in accordance with present regulations or any future ones that may be promulgated pursuant to federal and local laws and that are not incompatible or inconsistent with the present laws governing these types of loans.

TWENTIETH: This instrument also secures the recapture of any interest credit or subsidy which may be granted to the borrower(s) by the Government pursuant to Forty-two U.S.C., Fourteen Ninety A (42 U.S.C. 1490-A).

TWENTY-FIRST: As part of the THIRD paragraph of this deed, note is made for the record, that the proceeds of this loan will also be used for the fooling purposes: A new payment plan will be drawn up for the Emergency Designation M-eight hundred and forty-two (M-842) loan.

#### PAYMENT PLAN

The promissory note in the amount of principal of SEVEN THOUSAND TWO HUNDRED AND FORTY-FIVE DOLLARS AND TEN CENTS (\$7,245.10) plus interest on the unpaid principal at the rate of FOUR AND ONE HALF PERCENT (4.5%) per annum and the sum of ONE HUNDRED AND EIGHTY DOLLARS AND THIRTY-SEVEN CENTS (\$180.37) of non-capitalized interests, for a total of SEVEN THOUSAND FOUR HUNDRED AND TWENTY-FIVE DOLLARS AND FORTY-SEVEN CENTS (\$7,425.47) shall be paid in TEN (10) YEARS, in ELEVEN (11) installments as indicated below, unless modified by a different interest rate, on or before the following dates:

NINE HUNDRED AND THIRTY-FIVE DOLLARS (\$935.00) on January first, nineteen ninety-two (1-1-1992) and NINE HUNDRED AND THIRTY-FIVE DOLLARS (\$935.00) on every first day of January subsequently thereafter, until principal and interests are paid in full, except for the final payment of the debt evidenced herein which, if not paid sooner, shall be due and payable TEN (10) YEARS from the date of this promissory note.

#### ACCEPTANCE

The parties accept this deed in the manner drawn once I, the authorizing Notary, have given the parties the pertinent legal warnings for this deed.

So the appearing parties state and execute before me, after waiving their right to request the presence of attesting witnesses, of which right I advised them.

After this deed was read in its entirety by the appearing parties, they ratify its contents, placing their initials in the margin of each page of this deed and they all sign it before me, the authorizing Notary. I BEAR WITNESS to everything contained in this deed.

SIGNED: JOSE A. MALDONADO MATIAS AND ANA ROSA VELAZQUEZ CRESPO

INITIALS IN THE MARGIN.

(SIGNED, SEALED, STAMPED AND ENDORSED). JOSE A. SALICETI MALDONADO.

I, the Notary, certify that this is a true and exact copy of deed number 81 that is filed in my protocol of [illegible] certified copy, issued on 17 sheets of legal paper, written on one side only, signed, stamped, sealed and endorsed by me, and leaving note of its issuance in the original, today, July 29, 1991. I THUS CERTIFY.

[Signature]

Notary Public

[Seal]

This document is recorded as indicated in the note in the margin of the description of each of the farms. Charges: Encumbered by a mortgage of \$7,000.00 and \$40,000.00 in favor of the U.S.A., and to the one furnished by this deed.

Utuado, August 9, 1991

[Signature]

Property Recorder

Exempt.

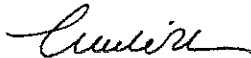
[Seals]

10/25/91 [Signature]

**CERTIFICATE**

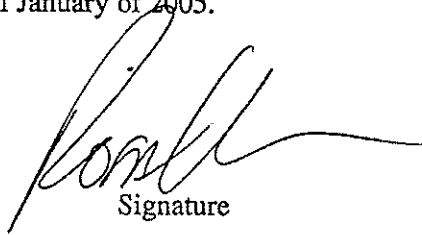
I hereby certify that the attached Voluntary Mortgage is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced, competent and certified to translate from Spanish into English.

DATED this 17<sup>th</sup> day of January of 2005.



Nicole Harris

WITNESS my hand and official seal hereto affixed this  
this 17<sup>th</sup> day of January of 2005.

  
Signature

Notary Public  
State of Washington  
Rosa Walker  
Commission Expires 02-01-06

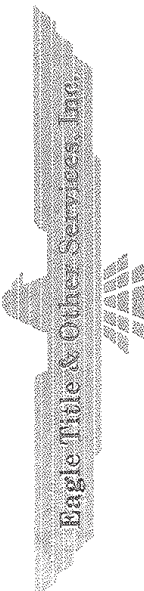
Print Name: Rosa Walker  
Notary Public in and for the State of Washington  
My appointment expires: 02/01/06

## TITLE SEARCH

Exhibit 9

ESTUDIOS DE TITULO  
SEGUROS DE TITULOP.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467  
TELS. (787) 748-1130 / 748-8577 • FAX (787) 748-1143  
estudios@eagletitlepr.com

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.



CLIENT: JOSÉ A. MALDONADO MATIAS

REF: 1521.344

BY: TAIMARY ESCALONA

PROPERTY NUMBER: 4,932, recorded at page 13 of volume 131 of Adjuntas, Registry of Utuado, Puerto Rico.

DESCRIPTION: (As it is recorded in the Spanish language)

**RÚSTICA:** Parcela de terreno, radicada en el Barrio Yahuecas del término municipal de Adjuntas, compuesta de **tres cuerdas, equivalentes a una hectárea, diecisiete áreas, noventiuno centiáreas y dieciocho centésimas de otra**; lindante por el **NORTE**, con la parcela número siete; por el **SUR**, con la parcela número quince; por el **ESTE**, con la Sucesión de Antonio Bennazar y por el **OESTE**, con la parcela número diez.

Dentro de la parcela descrita se encuentra enclavada una casa de bloques de tosca y cemento, techo de cartón y madera del país, con divisiones interiores de madera, con un frente de treintitrés pies por doce pies de fondo construida por la Puerto Rico Reconstruction Administration.

## ORIGIN:

It is segregated from property number 4,431, recorded at page 124, volume 116 of Adjuntas.

## TITLE:

This property is registered in favor of JOSÉ ALBERTO MALDONADO MATÍAS and his wife ANA ROSA VELÁZQUEZ CRESPO, who acquired it by segregation and purchase from Eugenio Maldonado Sánchez, single, at a price of \$1,300.00, pursuant to deed #44, executed in Adjuntas, Puerto Rico, on September 24, 1974, before Notary Public Ana Nélida Pérez, recorded at overleaf of page 16 of volume 131 of Adjuntas, property number 4,932, 5<sup>th</sup> inscription.

## LIENS AND ENCUMBRANCES:

- I. By reason of its origin this property is free of liens and encumbrances
- II. By reason of itself this property is encumbered by the following:
  1. **MORTGAGE:** Constituted by José Alberto Maldonado Matias and his wife Ana Rosa Velázquez Crespo, over this and other property, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$40,000.00, with 5% annual interests, due on 40 years, constituted by deed #14, executed in Adjuntas, Puerto Rico, on January 15, 1979, before Notary Public Serafin Rosado Santiago, recorded at page 17 of volume 131 of Adjuntas, property number 4,932, 6<sup>th</sup> inscription. **It is not distributed the responsibility of mortgage.**
  2. **MORTGAGE:** Constituted by José Alberto Maldonado Matias and his wife Ana Rosa Velázquez Crespo, over this and other property, in favor of United States of America, in the original principal amount of \$7,000.00, with 5½% annual interests, due on **(does not express)**, constituted by deed #49, executed in Adjuntas, Puerto Rico, on February 11, 1980, before Notary Public Serafin Rosado Santiago, recorded at page 140 of volume 217 of Adjuntas, property number 4,932, 7<sup>th</sup> inscription. **It is not distributed the responsibility of mortgage**

PAGE #2  
PROPERTY #4,932

**ESTUDIOS DE TITULO  
SEGUROS DE TITULO**

P.O. BOX 1467 TRUJILLO ALTO, PR. 00977-1467  
TELS. (787) 748-1130 / 748-9577 • FAX (787) 748-1143  
estudios@eagletitlepr.com

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.

Eagle Title & Other Services, Inc.

3. Reamortized and modified mortgage of 6<sup>th</sup> inscription, which total amount as of September 27, 1985, ascends to \$48,014.26, with 5% annual interests, due on September 27, 2018, constituted by deed #40, in Adjuntas, Puerto Rico, on September 27, 1985, before Notary Public Jaime L. Pérez, recorded at page 141 of volume 217 of Adjuntas, property number 4,932, 8<sup>th</sup> inscription.
4. Reamortized and modified mortgage of 7<sup>th</sup> inscription, which total amount as of July 29, 1991, ascends to \$6,873.52, with 4.5% annual interests, due on July 29, 2019, constituted by deed #79, executed in Adjuntas, Puerto Rico, on July 29, 1991, before Notary Public José A. Saliceti Maldonado, recorded at overleaf of page 141 of volume 217 of Adjuntas, property number 4,932, 9<sup>th</sup> inscription.
5. Reamortized and modified mortgage of 6<sup>th</sup> inscription, which total amount ascends to \$49,335.85, with 5% annual interests, due on July 29, 2018, constituted by deed #80, executed in Adjuntas, Puerto Rico, on July 29, 1991, before Notary Public José A. Saliceti, recorded at page 143 of volume 217 of Adjuntas, property number 4,932, 10<sup>th</sup> inscription.
6. **MORTGAGE:** Constituted by José Alberto Maldonado Matías and his wife Ana Rosa Velázquez Crespo, in favor of United States of America, in the original principal amount of \$7,245.10, with 4.50% annual interests, due on 10 years, constituted by deed #81, executed in Adjuntas, Puerto Rico, on July 29, 1991, before Notary Public José A. Saliceti Maldonado, recorded at page 144 of volume 217 of Adjuntas, property number 4,932, 11<sup>th</sup> and last inscription.
7. At entry 2016-1254-UT01, was presented on December 12<sup>th</sup>, 2016, Resolution dated May 18<sup>th</sup>, 2016, executed in the First Instance Court of Utuado, civil case #L2CI201600085, for Declaration of Heirs of José Alberto Maldonado Matías, by which the following are declared heirs: Jorge Alberto Maldonado Velázquez, married; Lionel Maldonado Velázquez, single; Ana Aurora Maldonado Velázquez, married; Milton Javier Maldonado Velázquez, married; and in representation of Héctor Celedonio Maldonado Velázquez a/k/a Héctor Celedonio Maldonado a/k/a Héctor C. Maldonado (who predeceased before the deceased): Héctor Xavier Maldonado Santiago, single; Reyhard Daniel Maldonado Santiago, single; Cristal Marie Maldonado Santiago, single; Caroline Maldonado Santiago, single; Coralís Maldonado Santiago, single; and widow Ana Rosa Velázquez Crespo a/k/a Ana R. Velázquez Crespo a/k/a Ana Rosa Velázquez in usufructuary portion, valuing the participation in \$12,500.00. Attached documents: Instance executed in Adjuntas, Puerto Rico, on December 9, 2016 on this property and property #8,477; Lien Cancellation Certification; Death certificate and Negative Certification of ASUME. The document qualification and dispatch are pending.

**REVIEWED:**

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to December 9<sup>th</sup>, 2020.

NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed farms and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of legal studies and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the content books and with many errors which makes the location impossible. We are not responsible for errors that may result in this study due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.

**EAGLE TITLE AND OTHER SERVICES, INC.**

Authorized signature

srd/dm/F

I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

1. That my name and personal circumstances are the above mentioned.
2. That on December 9<sup>th</sup>, 2020, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.
3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this 14 day of January of ~~2020~~<sup>2021</sup>.



Elías Díaz Bermúdez

AFFIDAVIT NUMBER 4,465

Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 14 day of January of ~~2020~~<sup>2021</sup>.





## TITLE SEARCH

ESTUDIOS DE TITULO  
SEGUROS DE TITULO

P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467  
TELS. (787) 748.1130 / 748.8577 • FAX (787) 748-1143  
estudios@eagletitlepr.com

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Eagle Title & Other Services, Inc.

CLIENT: JOSÉ A. MALDONADO MATÍAS

REF: 1521.344

BY: TAIMARY ESCALONA

PROPERTY NUMBER: 8,477, recorded at page 30 of volume 219 of Adjuntas, Registry of Utuado, Puerto Rico.

DESCRIPTION: (As it is recorded in the Spanish language)

**RÚSTICA:** Predio de terreno radicado en el Barrio Yahuecas del término municipal de Adjuntas, Puerto Rico, con una cabida de **veinticinco cuerdas con sesenta y tres centimos de otra, equivalentes a diez hectáreas, cero siete áreas, treinta y cinco centiáreas y noventa miliáreas.** Colindando al **NORTE**, con la Sucesión Rivera y Juan A. Bennazar; por el **SUR**, con terrenos de Antonio Matías y Gregorio Maldonado; al **ESTE**, con la Sucesión de Luis Rivera y José A. Ruíz y al **OESTE**, con Juan A. Bennazar, Sucesión Luis Rivera, Reinaldo González, Eugenio Maldonado y Francisco Fernandini.

**ORIGIN:**

It is segregated from property number 5,587, recorded at page 65, volume 207 of Adjuntas.

**TITLE:**

This property is registered in favor of JOSÉ ALBERTO MALDONADO MATÍAS and his wife ANA ROSA VELÁZQUEZ CRESPO, who acquired it by segregation and purchase from Juan Alberto Bennazar Vicens and his wife Carmen Margarita Corrada, at a price of \$20,504.00, pursuant to deed #13, executed in Adjuntas, Puerto Rico, on January 15, 1979, before Notary Public Serafín Rosado Santiago, recorded at page 30 of volume 219 of Adjuntas, property number 8,477, 1<sup>st</sup> inscription.

**LIENS AND ENCUMBRANCES:**

I. By reason of its origin this property is encumbered by the following:

Access easement in favor of property #8,306  
Easement in favor of Autoridad de Fuentes Fluviales

II. By reason of itself this property is encumbered by the following:

1. **MORTGAGE:** Constituted by José Alberto Maldonado Matías and his wife Ana Rosa Velázquez Crespo, over this and other property, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$40,000.00, with 5% annual interests, due on 40 years, constituted by deed #14, executed in Adjuntas, Puerto Rico, on January 15, 1979, before Notary Public Serafín Rosado Santiago, recorded at page 30 of volume 219 of Adjuntas, property number 8,477, 1<sup>st</sup> inscription. **It is not distributed the responsibility of mortgage.**

2. **MORTGAGE:** Constituted by José Alberto Maldonado Matías and his wife Ana Rosa Velázquez Crespo, over this and other property, in favor of United States of America, in the original principal amount of \$7,000.00, with 5½% annual interests, due on **(does not express)**, constituted by deed #49, executed in Adjuntas, Puerto Rico, on February 11, 1980, before Notary Public Serafín Rosado Santiago, recorded at overleaf of page 31 of volume 219 of Adjuntas, property number 8,477, 2<sup>nd</sup> inscription. **It is not distributed the responsibility of mortgage**



PAGE #2  
PROPERTY #8,477

**ESTUDIOS DE TITULO  
SEGUROS DE TITULO**

P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467  
TELS. (787) 748-1130 / 748-8577 • FAX (787) 748-1143  
estudios@eagletitlepr.com

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.

Eagle Title & Other Services, Inc.

3. Reamortized and modified mortgage of 1<sup>st</sup> inscription, which total amount as of September 27, 1985, ascends to \$48,014.26, with 5% annual interests, due on September 27, 2018, constituted by deed #40, in Adjuntas, Puerto Rico, on September 27, 1985, before Notary Public Jaime L. Pérez, recorded at overleaf of page 32 of volume 219 of Adjuntas, property number 8,477, 4<sup>th</sup> inscription.
4. Reamortized and modified mortgage of 2<sup>nd</sup> inscription, which total amount as of July 29, 1991, ascends to \$6,873.52, with 4.5% annual interests, due on July 29, 2019, constituted by deed #79, executed in Adjuntas, Puerto Rico, on July 29, 1991, before Notary Public José A. Saliceti Maldonado, recorded at overleaf of page 33 of volume 219 of Adjuntas, property number 8,477, 5<sup>th</sup> inscription.
5. Reamortized and modified mortgage of 1<sup>st</sup> inscription, which total amount ascends to \$49,335.85, with 5% annual interests, due on July 29, 2018, constituted by deed #80, executed in Adjuntas, Puerto Rico, on July 29, 1991, before Notary Public José A. Saliceti, recorded at overleaf of page 34 of volume 219 of Adjuntas, property number 8,477, 6<sup>th</sup> inscription.
6. **MORTGAGE:** Constituted by José Alberto Maldonado Matías and his wife Ana Rosa Velázquez Crespo, in favor of United States of America, in the original principal amount of \$7,245.10, with 4.50% annual interests, due on 10 years, constituted by deed #81, executed in Adjuntas, Puerto Rico, on July 29, 1991, before Notary Public José A. Saliceti Maldonado, recorded at overleaf of page 91 of volume 258 of Adjuntas, property number 8,477, 7<sup>th</sup> inscription.
7. At entry 2016-1254-UT01, was presented on December 12<sup>th</sup>, 2016, Resolution dated May 18<sup>th</sup>, 2016, executed in the First Instance Court of Utuado, civil case #L2CI201600085, for Declaration of Heirs of José Alberto Maldonado Matías, by which the following are declared heirs: Jorge Alberto Maldonado Velázquez, married; Lionel Maldonado Velázquez, single; Ana Aurora Maldonado Velázquez, married; Milton Javier Maldonado Velázquez, married; and in representation of Héctor Celedonio Maldonado Velázquez a/k/a Héctor Celedonio Maldonado a/k/a Héctor C. Maldonado (who predeceased before the deceased): Héctor Xavier Maldonado Santiago, single; Reychar Daniel Maldonado Santiago, single; Cristal Marie Maldonado Santiago, single; Caroline Maldonado Santiago, single; Coralís Maldonado Santiago, single; and widow Ana Rosa Velázquez Crespo a/k/a Ana R. Velázquez Crespo a/k/a Ana Rosa Velázquez in usufructuary portion, valuing the participation in \$12,500.00. Attached documents: Instance executed in Adjuntas, Puerto Rico, on December 9, 2016 on this property and property #4,932; Lien Cancellation Certification; Death certificate and Negative Certification of ASUME. The document qualification and dispatch are pending.

**REVIEWED:**

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to December 9<sup>th</sup>, 2020.

NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed farms and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of degree studies and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this study due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.

**EAGLE TITLE AND OTHER SERVICES, INC.**

Authorized signature

srd/dm/F

I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

1. That my name and personal circumstances are the above mentioned.

2. That on December 9<sup>th</sup>, 2020, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.

3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this 14 day of January of ~~2020~~ <sup>2021</sup>.



Elías Díaz Bermúdez

AFFIDAVIT NUMBER 4,466

Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 14 day of January of ~~2020~~ <sup>2021</sup>.





ESTADO LIBRE ASOCIADO DE PUERTO RICO  
COMMONWEALTH OF PUERTO RICO

EXHIBIT

## DEPARTAMENTO DE SALUD - REGISTRO DEMOGRAFICO

(DEPARTMENT OF HEALTH - DEMOGRAPHIC REGISTRY)

## CERTIFICACION DE DEFUNCION

(CERTIFICATION OF DEATH)

NUMERO

A1127455

NUMERO DE CERTIFICADO (CERTIFICATE NUMBER)

152-2015-00042-008794-0041254-02098659

NOMBRE DEL FALLECIDO (DECEASED NAME)

JOSE ALBERTO MALDONADO MATIAS

SEXO (SEX)

M

ESTADO CIVIL (MARITAL STATUS)

CASADO (MARRIED)

NOMBRE CONYUGE (SPOUSE'S NAME)

ANA ROSA VELAZQUEZ CRESPO

FECHA DEFUNCION (DEATH DATE)

23-ABR-2015

FECHA REGISTRO (REGISTRATION DATE)

24-ABR-2015

LUGAR DEFUNCION (DEATH PLACE)

CAJES, PUERTO RICO

FUE EMBALSAMADO? (EMBALMED?)

SI FUE EMBALSAMADO (EMBALMED)

FECHA NACIMIENTO (BIRTH DATE)

08-SEP-1940

EDAD (AGE)

74 AÑOS

LUGAR NACIMIENTO (BIRTHPLACE)

ADJUNTAS, PUERTO RICO

NOMBRE DEL PADRE (FATHER'S NAME)

CLEMENTE MALDONADO

NOMBRE DE LA MADRE (MOTHER'S NAME)

AURORA MATIAS

FECHA EXPEDICION (DATE ISSUED)

30-ABR-2015

ESTE ES UN ABSTRACTO DEL CERTIFICADO DE DEFUNCION OFICIALMENTE INSCRITO EN EL REGISTRO DEMOGRAFICO DE PUERTO RICO, BAJO LA AUTORIDAD CONFERIDA POR LA LEY 24 DEL 22 DE ABRIL DE 1931.

THIS IS AN ABSTRACT OF THE RECORDS FILED IN THE DEMOGRAPHIC REGISTRY OF PUERTO RICO, ISSUED UNDER THE AUTHORITY OF LAW 24, APRIL 22, 1931.

SECRETARIO DE SALUD  
SECRETARY OF HEALTH

DIRECTOR REGISTRO DEMOGRAFICO  
(STATE REGISTRAR)

Departamento de Salud

ADVERTENCIA / WARNING: No es valido sin la presencia de la Marca de Agua.  
Not valid without seen Watermark.  
Cualquier alteración o borrado cancela esta Certificación.  
Void if altered or Erased.

5120  
USO GENERAL 04/22/2015  
BPPR RAMBLA \$5.00  
Sello Rentas Internas  
52978-2015-0422-62745931

NO VALIDO SI SE ALTERA

VOID IF ALTERED



**UNITED STATES DEPARTMENT OF AGRICULTURE  
FARM SERVICE AGENCY**  
654 Muñoz Rivera Avenue  
654 Plaza Suite #829  
San Juan, PR 00918

Borrower: Maldonado Matias, Jose A. Case No: 63-035-3108

**CERTIFICATION OF INDEBTEDNESS**

I, Carlos J. Morales, of legal age, single, a resident of San Juan, Puerto Rico, in my official capacity as Loan Resolution Task Force Contractor of the Farm Service Agency, United States Department of Agriculture (USDA), state that:

- The borrower's indebtedness is as shown in the following Statement of Account, according to information obtained from all available records at the USDA-Farm Service Agency:

*Statement of Account as of May 28, 2020*

Loan Number	43-07
Note Amount	\$ 7,000.00
Original Note Date	2/11/1980
Date of Last Payment	2/23/1998
Principal Balance	\$ 6,280.33
Unpaid Interest	\$ 7,861.90
Misc. Charges	\$ -
Total Balance	\$ 14,142.23
Daily Interest Accrual	\$ 0.7743
Amount Delinquent	\$ 14,142.23
Years Delinquent	Fully matured

Loan Number	41-08
Note Amount	\$ 40,000.00
Original Note Date	1/15/1979
Date of Last Payment	6/1/2009 Offset
Principal Balance	\$ 47,469.81
Unpaid Interest	\$ 68,734.78
Misc. Charges	\$ -
Total Balance	\$ 116,204.59
Daily Interest Accrual	\$ 6.5027
Amount Delinquent	\$ 116,204.59
Years Delinquent	Fully matured

Loan Number	43-09
Note Amount	\$ 7,245.10
Original Note Date	7/29/1991
Date of Last Payment	5/19/2003 Offset
Principal Balance	\$ 4,523.59
Unpaid Interest	\$ 3,870.59
Misc. Charges	\$ -
Total Balance	\$ 8,394.18
Daily Interest Accrual	\$ 0.5577
Amount Delinquent	\$ 8,394.18
Years Delinquent	Fully matured

- The information in the above Statement of Account in affiant's opinion is a true and correct statement of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.

*Carlos J. Morales*

Digitally signed by CARLOS MORALES (Affiliate)  
DN: c=US, o=U.S. Government, ou=Department of  
Agriculture, 0.9.2342.19200300.100.1.1=12001003816118,  
cn=CARLOS MORALES (Affiliate)  
Date: 2020.05.28 10:43:29 -04'00'  
Adobe Acrobat version: 2020.009.20063

Carlos J. Morales Lugo  
LRTF Contractor  
May 28, 2020

Exhibit 13



**Status Report**  
**Pursuant to Servicemembers Civil Relief Act**

SSN: XXX-XX-6513  
 Birth Date:  
 Last Name: VELAZQUEZ CRESPO  
 First Name: ANA  
 Middle Name: ROSA  
 Status As Of: Nov-20-2020  
 Certificate ID: PQ96M02LWBNVQNN

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director  
 Department of Defense - Manpower Data Center  
 400 Gigling Rd.  
 Seaside, CA 93955

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: <https://scra.dmdc.osd.mil/scra/#/faqs>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

## More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

## Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

**WARNING:** This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

# District of Puerto Rico

United States of America,  
acting through the  
United States Department of Agriculture

Plaintiff(s)

V.

ANA ROSA VELAZQUEZ CRESPO, et als.

Defendant(s)

Civil Action No.

## FORECLOSURE OF MORTGAGE

# SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* ANA AURORA MALDONADO VELAZQUEZ  
Sector Los Escobales  
Barrio Yahuecas  
KM. 71.5, CARR 135  
Adjuntas, PR 00601

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS  
P.O. BOX 3908  
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

Signature of Clerk or Deputy Clerk



Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_ , a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

# District of Puerto Rico

United States of America,  
acting through the  
United States Department of Agriculture

Plaintiff(s)

V.

ANA ROSA VELAZQUEZ CRESPO, et als.

Defendant(s)

Civil Action No.

## FORECLOSURE OF MORTGAGE

# SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* ANA ROSA VELAZQUEZ CRESPO  
Sector Los Escobales  
Barrio Yahuecas  
KM. 71.5, CARR 135  
Adjuntas, PR 00601

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS  
P.O. BOX 3908  
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

# District of Puerto Rico

United States of America,  
acting through the  
United States Department of Agriculture

Plaintiff(s)

V.

ANA ROSA VELAZQUEZ CRESPO, et als.

Defendant(s)

Civil Action No.

## FORECLOSURE OF MORTGAGE

# SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* CAROLINE MALDONADO SANTIAGO  
Sector Los Escobales  
Barrio Yahuecas  
KM. 71.5, CARR 135  
Adjuntas, PR 00601

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS  
P.O. BOX 3908  
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
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☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_ , a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:



# District of Puerto Rico

## FORECLOSURE OF MORTGAGE

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
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 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_ , a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

## UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States of America,  
acting through the  
United States Department of Agriculture

\_\_\_\_\_  
*Plaintiff(s)*

v.

ANA ROSA VELAZQUEZ CRESPO, et als.

\_\_\_\_\_  
*Defendant(s)*

Civil Action No.

FORECLOSURE OF MORTGAGE

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* HECTOR XAVIER MALDONADO SANTIAGO  
Sector Los Escobales  
Barrio Yahuecas  
KM. 71.5, CARR 135  
Adjuntas, PR 00601

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS  
P.O. BOX 3908  
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_.

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0 \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

# District of Puerto Rico

United States of America,  
acting through the  
United States Department of Agriculture

Plaintiff(s)

V.

ANA ROSA VELAZQUEZ CRESPO, et als.

Defendant(s)

Civil Action No.

## FORECLOSURE OF MORTGAGE

# SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* JORGE ALBERTO MALDONADO VELAZQUEZ  
Sector Los Escobales  
Barrio Yahuecas  
KM. 71.5, CARR 135  
Adjuntas, PR 00601

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS  
P.O. BOX 3908  
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

## UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States of America,  
acting through the  
United States Department of Agriculture

\_\_\_\_\_  
*Plaintiff(s)*

v.

ANA ROSA VELAZQUEZ CRESPO, et als.

\_\_\_\_\_  
*Defendant(s)*

Civil Action No.

FORECLOSURE OF MORTGAGE

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* LIONEL MALDONADO VELAZQUEZ  
Sector Los Escobales  
Barrio Yahuecas  
KM. 71.5, CARR 135  
Adjuntas, PR 00601

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS  
P.O. BOX 3908  
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*



Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_.

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0 \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

## UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States of America,  
acting through the  
United States Department of Agriculture

\_\_\_\_\_  
*Plaintiff(s)*

v.

ANA ROSA VELAZQUEZ CRESPO, et als.

\_\_\_\_\_  
*Defendant(s)*

Civil Action No.

FORECLOSURE OF MORTGAGE

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* REYCHARD DANIEL MALDONADO SANTIAGO  
Sector Los Escobales  
Barrio Yahuecas  
KM. 71.5, CARR 135  
Adjuntas, PR 00601

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS  
P.O. BOX 3908  
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_.

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0 \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT  
DISTRICT OF PUERTO RICO

**CATEGORY SHEET**

**You must accompany your complaint with this Category Sheet, and the Civil Cover Sheet (JS-44).**

---

Attorney Name (Last, First, MI):

USDC-PR Bar Number:

Email Address:

---

1. Title (caption) of the Case (provide only the names of the first party on each side):

Plaintiff:

Defendant:

2. Indicate the category to which this case belongs:

☒ Ordinary Civil Case

☐ Social Security

☐ Banking

☐ Injunction

3. Indicate the title and number of related cases (if any).

N/A

4. Has a prior action between the same parties and based on the same claim ever been filed before this Court?

☐ Yes

☒ No

5. Is this case required to be heard and determined by a district court of three judges pursuant to 28 U.S.C. § 2284?

☐ Yes

☒ No

6. Does this case question the constitutionality of a state statute? (See, Fed.R.Civ. P. 24)

☐ Yes

☒ No

Date Submitted:

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

UNITED STATES OF AMERICA

(b) County of Residence of First Listed Plaintiff \_\_\_\_\_  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)  
Juan C. Fortuño Fas  
Po Box 3908, Guaynabo, PR 00970  
Tel. 787-751-5290

**DEFENDANTS**

ANA ROSA VELAZQUEZ CRESPO, et als.

County of Residence of First Listed Defendant Adjuntas, P.R.  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input checked="" type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding    ☐ 2 Removed from State Court    ☐ 3 Remanded from Appellate Court    ☐ 4 Reinstated or Reopened    ☐ 5 Transferred from Another District (specify)    ☐ 6 Multidistrict Litigation - Transfer    ☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
Consolidated Farm & Development Act, 7 USC 1921, et seq. & 28 USC 1345

Brief description of cause:

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$  
136,741.00

CHECK YES only if demanded in complaint:  
JURY DEMAND: ☐ Yes ☒ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE \_\_\_\_\_

DOCKET NUMBER \_\_\_\_\_

DATE

01/15/2021

SIGNATURE OF ATTORNEY OF RECORD

s/Juan Carlos Fortuño Fas

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_

AMOUNT \_\_\_\_\_

APPLYING IFP \_\_\_\_\_

JUDGE \_\_\_\_\_

MAG. JUDGE \_\_\_\_\_